

Panaji, 24th May, 2012 (Jyaistha 3 1934)

SERIES II No. 8

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are five Extraordinary issues to the Official Gazette, Series II No. 7 dated 17-05-2012 as follows:-

- 1) Extraordinary dated 17-05-2012 from pages 293 to 294 regarding Direction from Department of Elections (Office of the Chief Electoral Officer) and Notifications from Department of Finance (Revenue & Control Division).
- 2) Extraordinary (No. 2) dated 18-05-2012 from pages 295 to 296 regarding Notification from Department of Finance (Revenue & Control Division),
- 3) Extraordinary (No. 3) dated 19-05-2012 from pages 297 to 298 regarding Notification from Department of Panchayati Raj and Community Development (Directorate of Panchayats).
- 4) Extraordinary (No. 4) dated 21-05-2012 from pages 299 to 312 regarding Notification from Department of Elections (Office of the Chief Electoral Officer) and Orders and Notification from Department of Panchayati Raj and Community Development (Directorate of Panchayats).
- 5) Extraordinary (No. 5) dated 21-05-2012 from pages 313 to 314 regarding Form 21 B from Department of Elections (Office of the Chief Electoral Officer).

GOVERNMENT OF GOA

Department of Elections

Goa State Election Commission

Order

No. 3/4/2012-SEC/168

In exercise of the powers vested in me under Article 243K of the Constitution of India and also under Section 237 of the Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS (Retd.), Commissioner of Goa State Election Commission do hereby appoint with immediate effect the following Officers as **District Expenditure Observer** for the Taluka or parts of the Taluka indicated against their names for the purpose of General Elections, 2012 to 185

Village Panchayats in the State of Goa to be held on 16th May, 2012. They shall start functioning from 23rd April, 2012 and shall remain in the position till the Code of Conduct is over on 18th evening.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri Anand M. Naik, Pernem, A.A.O., Directorate of Accounts, Panaji	North Goa	Pernem, Bicholim and Satari.
2.	Shri Rushikesh G. Halarnekar, A.A.O., Directorate of Accounts, Panaji	North Goa	Bardez.
3.	Shri Kissan D. Gaude, A.A.O., Directorate of Accounts, Panaji	North Goa	Tiswadi & Ponda.
4.	Shri Arun D. Sawant, A.A.O., Directorate of Accounts, Panaji	South Goa	Salcete and Mormugao.
5.	Shri Newton F. Fernandes, A.A.O., Directorate of Accounts, Panaji	South Goa	Sanguem and Dharbandora.
6.	Shri Sanjay Prabhu, A.A.O., Directorate of Accounts, Margao	South Goa	Quepem & Canacona.

The date of Poll is 16th May, 2012 and the hours of Poll will be from 8.00 a.m. to 5.00 p.m. The Counting of Votes is on 17-05-2012 and 18-05-2012 from 8.00 a.m. onwards. The respective Mamlatdars/Joint Mamlatdars have been appointed as the Returning Officers for particular Village Panchayats. The filing of nominations are upto 30-04-2012 and the last date for withdrawal of nominations is 03-05-2012.

The duties and responsibilities of the District Expenditure Observers appointed hereinabove shall be as under:-

- a) To watch the expenditure incurred by each candidate during the Village Panchayat elections in the wards of Village Panchayats within the District or part of District entrusted to him/her by the State Election Commission.
- b) To supervise the functioning of Expenditure Monitoring Officers within the District or part of the District entrusted to him/her by the State Election Commission. The Returning Officer shall inform the District Expenditure Observers about every permission issued by Returning Officer to the candidate for holding any public meeting/corner meeting.
- c) To take timely review of the campaigning by the candidates within the District or part of District entrusted to him/her by the State Election Commission and to scrutinise the report submitted by Expenditure Monitoring Officer regarding expenditure incurred by the candidates on such campaigning. The District Expenditure Observer shall submit a report to the State Election Commission on Form DEO on expenditure incurred by the candidates in cases where the expenditure has exceeded the prescribed limit.
- d) To submit report to Returning Officer on violations of Model Code of Conduct in respect of expenditure by the candidates.
- e) To bring to the notice of the State Election Commission the irregularities (if any) noticed by him/her that may have any effect on the expenditure by any candidate for the election.
- f) The District Expenditure Observer appointed hereinabove shall be working under the supervision of State Election Commission.
- g) The District Expenditure Observer shall be provided vehicle for the duty of Observer by the concerned Returning Officer. The fuel for the vehicle shall be provided by the concerned Returning Officer.
- h) The District Expenditure Observer shall be eligible for allowances as admissible under the Rules and the expenditure incurred thereon shall be debitable to the Budget Head pertaining to Village Panchayat Elections controlled by the Goa State Election Commission.
- i) Attention of all concerned is drawn to Circular No. 13/5/2011-Per dated 28-09-2011,

issued by Department of Personnel, Government of Goa as well as O. M. No. 11012/7/98-Estt(A) issued by Ministry of Personnel, Public Grievances and Pensions dated 7th November, 2000 (copies enclosed).

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th April, 2012.

Form – D.E.O.

Format for Report by District Expenditure Observer to be submitted to State Election Commission

Name of the District:

Name of Talukas allotted to District Expenditure Observer:

Report for the period: From / /2012 to / /2012.

Sr. No.	Name of Village Panchayat	Ward No.	Details of violations observed in respect of elections	Action taken by concerned Returning Officer	Remarks
1	2	3	4	5	6

Signature of
District Expenditure Observer

To
The Secretary,
Goa State Election Commission,
Altinho, Panaji, Goa.

Order

No. 3/4/2012-SEC/169

In exercise of the powers vested in me under Article 243K of the Constitution of India and also under Section 237 of the Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS (Retd.), Commissioner of Goa State Election Commission do hereby appoint with immediate effect the following Officers as **District Expenditure Observer** for the Taluka or parts of the Taluka indicated against their names for the purpose of General Elections, 2012 to 185 Village Panchayats in the State of Goa to be held on 16th May, 2012. They shall start functioning from 23rd April, 2012 and shall remain in the position till the Code of Conduct is over on 18th evening.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri B. R. Kamat, A.A.O., Directorate of Education, Porvorim	Reserve	Reserve
2.	Shri Damodar Mapari, A.A.O., Directorate of Accounts, South Branch, Margao	Reserve	Reserve
3.	Shri Rajesh Mahale, A.A.O., Directorate of Art & Culture, Panaji	Reserve	Reserve

The date of Poll is 16th May, 2012 and the hours of Poll will be from 8.00 a.m. to 5.00 p.m. The Counting of Votes is on 17-05-2012 and 18-05-2012 from 8.00 a.m. onwards. The respective Mamlatdars/ /Joint Mamlatdars have been appointed as the Returning Officers for particular Village Panchayats. The filing of nominations are upto 30-04-2012 and the last date for withdrawal of nominations is 03-05-2012.

The duties and responsibilities of the District Expenditure Observers appointed hereinabove shall be as under:-

- To watch the expenditure incurred by each candidate during the Village Panchayat elections in the wards of Village Panchayats within the District or part of District entrusted to him/her by the State Election Commission.
- To supervise the functioning of Expenditure Monitoring Officers within the District or part of the District entrusted to him/her by the State Election Commission. The Returning Officer shall inform the District Expenditure Observers about every permission issued by Returning Officer to the candidate for holding any public meeting/corner meeting.
- To take timely review of the campaigning by the candidates within the District or part of District entrusted to him/her by the State Election Commission and to scrutinise the report submitted by Expenditure Monitoring Officer regarding expenditure incurred by the candidates on such campaigning. The District Expenditure Observer shall submit a report to the State Election Commission on Form DEO on expenditure incurred by the candidates in cases where the expenditure has exceeded the prescribed limit.
- To submit report to Returning Officer on violations of Model Code of Conduct in respect of expenditure by the candidates.

- To bring to the notice of the State Election Commission the irregularities (if any) noticed by him/her that may have any effect on the expenditure by any candidate for the election.
- The District Expenditure Observer appointed hereinabove shall be working under the supervision of State Election Commission.
- The District Expenditure Observer shall be provided vehicle for the duty of Observer. The fuel for the vehicle shall be provided by the concerned Returning Officer.
- The District Expenditure Observer shall be eligible for allowances as admissible under the Rules and the expenditure incurred thereon shall be debitable to the Budget Head pertaining to Village Panchayat Elections controlled by the Goa State Election Commission.
- Attention of all concerned is drawn to Circular No. 13/5/2011-Per dated 28-09-2011, issued by Department of Personnel, Government of Goa as well as O.M. No. 11012/7/98-Estt(A) issued by Ministry of Personnel, Public Grievances and Pensions dated 7th November, 2000 (copies enclosed).

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th April, 2012.

Form – D.E.O.

Format for Report by District Expenditure Observer to be submitted to State Election Commission

Name of the District:

Name of Talukas allotted to District Expenditure Observer:

Report for the period: From / /2012 to / /2012.

Sr. No.	Name of Village Panchayat	Ward No.	Details of violations observed in respect of elections	Action taken by concerned Returning Officer	Remarks
1	2	3	4	5	6

Signature of
District Expenditure Observer

To
The Secretary,
Goa State Election Commission,
Altinho, Panaji, Goa.

Order

No. 3/4/2012-SEC/170

In exercise of the powers vested in me under Article 243K of the Constitution of India and also under Section 237 of the Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS (Retd.), Commissioner of Goa State Election Commission do hereby appoint with immediate effect the following Officers as **Expenditure Monitoring Officers** for the Taluka or parts of the Taluka indicated against their names for the purpose of General Elections, 2012 to 185 Village Panchayats in the State of Goa to be held on 16th May, 2012. They shall start functioning from 23rd April, 2012 and shall remain in the position till the Code of Conduct is over on 18th evening.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri Seraphino J. Minezes, Accountant, Labour & Employment Dept.	North Goa	Pernem.
2.	Shri Sarvesh Naik, Accountant, Govt. Higher Secondary School, Sanquelim-Goa	North Goa	Bardez.
3.	Shri Santosh Gauns, Accountant, Central Education Zone, Panaji	North Goa	Bicholim.
4.	Shri Zipro Gawas, Accountant, PWD, W.D. XXIII (Roads), Bicholim	North Goa	Satari.
5.	Shri Putu P. Naik, Accountant, Dte. of Accounts, Panaji	North Goa	Tiswadi.
6.	Shri Babuso G. Kurtikar, Accountant, Directorate of Education, Porvorim	North Goa	Ponda.
7.	Shri Raju Gaonkar, Accountant, Govt. Higher Secondary School, Khandola	South Goa	Dharbandora.
8.	Shri Umesh Gaonkar, Accountant, Elect. Div. VII, Curchorem	South Goa	Sanguem.

1	2	3	4
9.	Shri Shridhar Sawant, Accountant, Elect. Div. XII, Xeldem	South Goa	Quepem.
10.	Shri Agnelo Fernandes, Accountant, Div. IV, Electricity Dept., Margao	South Goa	Salcete.
11.	Shri Savio Fernandes, Accountant, Dte. of Accounts, Panaji	South Goa	Mormugoa. -
12.	Shri Dilkush Shinde, Accountant, Dte. of Accounts, South Branch, Margao	South Goa	Canacona.

The date of Poll is 16th May, 2012 and the hours of Poll will be from 8.00 a.m. to 5.00 p.m. The Counting of Votes is on 17-05-2012 and 18-05-2012 from 8.00 a.m. onwards. The respective Mamlatdar/ /Joint Mamlatdars have been appointed as the Returning Officers for particular group of Village Panchayats. The filing of nominations are upto 30-04-2012 and the last date for withdrawal of nominations is 03-05-2012.

The duties and responsibilities of the Expenditure Monitoring Officers appointed hereinabove shall be as under:-

- To watch the expenditure incurred by each candidate during the Village Panchayat elections in the wards of Village Panchayats within the Taluka or part of Taluka entrusted to him/her by the State Election Commission;
- To attend public meetings/corner meetings organised by any of the candidates and to evaluate the expenditure which is likely to have been incurred by the candidates for such meeting. The Returning Officer shall inform the Expenditure Monitoring Officer about every permission issued by Returning Officer to the candidate for holding any public meeting/corner meeting, so as to enable Expenditure Monitoring Officer to cover the meeting.
- To supervise the campaigning by the candidates within the Taluka or part of Taluka entrusted to him/her by the State Election Commission and to independently assess the expenditure incurred by the candidates on such campaigning. The Expenditure Monitoring Officer shall submit a report to

the Returning Officer on expenditure incurred by the candidates in cases where the expenditure has exceeded the prescribed limit of ₹ 25,000/- per candidate in Form E.M.O.

- d) To submit daily report to Returning Officer and District Expenditure Observer on Violations of Model Code of Conduct in respect of Expenditure by the candidates.
- e) To bring to the notice of the Returning Officer and District Expenditure Observer the irregularities (if any) noticed by him/her that may have any effect on the expenditure by any candidates for the election.
- f) The Expenditure Monitoring Officer appointed hereinabove shall report to concerned Returning Officers and they shall remain at the Taluka Headquarter Office.
- g) The Expenditure Monitoring Officer shall be provided with a vehicle by the concerned Returning Officers. The fuel expenses will be reimbursed by the State Election Commission as usual.
- h) The Expenditure Monitoring Officer shall be eligible for allowances as admissible under the Rules and the expenditure incurred thereon shall be debitable to the Budget Head pertaining to Village Panchayat Elections controlled by the Goa State Election Commission.
- i) Attention of all concerned is drawn to circular No. 13-5-2011-Per dt. 28-09-2011, issued by Dept. of Personnel, Govt. of Goa as well as O. M. No. 11012/7/98-Estt (A) issued by Ministry of Personnel, Public Grievances and Pensions dated 7th Nov., 2000 (Copies enclosed).

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th April, 2012.

Form-E.M.O.

Format for Report by Expenditure Monitoring Officer to be submitted to Returning Officer

Name of the District:

Names of Talukas allotted to Expenditure Monitoring Officer:

Report for the period: From / /2012 to / /2012.

Sr. No.	Name of Village Panchayat	Ward No.	Details of violations observed in respect of expenditure by candidates	Observations by Expenditure Monitoring Officer	Remarks
1	2	3	4	5	

Signature of
Expenditure Monitoring Officer

To
The Returning Officer,
Village Panchayat General Election, 2012.

Order

No. 3/4/2012-SEC/171

In exercise of the powers vested in me under Article 243K of the Constitution of India and also under Section 237 of the Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS(Retd.), Commissioner of Goa State Election Commission do hereby appoint with immediate effect the following Officers as **Expenditure Monitoring Officers** for the Taluka or parts of the Taluka indicated against their names for the purpose of General Elections, 2012 to 185 Village Panchayats in the State of Goa to be held on 16th May, 2012. They shall start functioning from 23rd April, 2012 and shall remain in the position till the Code of Conduct is over on 18th evening.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri Narayan D. Kankonkar, Accountant, Dte. of Fisheries, Panaji	Reserve	Reserve.
2.	Shri Vidhesh R. Borkar, Accountant, Goa College of Music, Altinho, Panaji	Reserve	Reserve.
3.	Shri Sanjiv U. Apule, Accountant, Electricity Dept., Vidyut Bhavan, Panaji	Reserve	Reserve.

1	2	3	4
4. Shri Anil K. Padwal, Accountant, Dte. of Transport, Panaji	Reserve	Reserve.	
5. Shri Sunny Narvekar, Accountant, Dte. of Tribal Welfare, St. Inez, Panaji	Reserve	Reserve.	
6. Shri Santosh M. Humraskar, Accountant, Dte. of Information & Publicity, Panaji	Reserve	Reserve.	

The date of Poll is 16th May, 2012 and the hours of Poll will be from 8.00 a.m. to 5.00 p.m. The Counting of Votes is on 17-05-2012 and 18-05-2012 from 8.00 a.m. onwards. The respective Mamlatdars/ /Joint Mamlatdars have been appointed as the Returning Officers for particular group of Village Panchayats. The filing of nominations are upto 30-04-2012 and the last date for withdrawal of nomination is 03-05-2012.

The duties and responsibilities of the Expenditure Monitoring Officers appointed hereinabove shall be as under:-

- a) To watch the expenditure incurred by each candidate during the Village Panchayat elections in the wards of Village Panchayats within the Taluka or part of Taluka entrusted to him/her by the State Election Commission;
- b) To attend public meetings/corner meetings organised by any of the candidates and to evaluate the expenditure which is likely to have been incurred by the candidates for such meeting. The Returning Officer shall inform the Expenditure Monitoring Officer about every permission issued by Returning Officer to the candidate for holding any public meeting/corner meeting, so as to enable Expenditure Monitoring Officer to cover the meeting.
- c) To supervise the campaigning by the candidates within the Taluka or part of Taluka entrusted to him/her by the State Election Commission and to independently assess the Expenditure incurred by the candidates on such campaigning. The Expenditure Monitoring Officer shall submit a report to the Returning Officer on expenditure incurred by the candidates in cases where

the expenditure has exceeded the prescribed limit of Rs. 25,000/- per candidate in Form E.M.O.

- d) To submit daily report to Returning Officer and District Expenditure Observer on Violations of Model Code of Conduct in respect of expenditure by the candidates.
- e) To bring to the notice of the Returning Officer and District Expenditure Observer the irregularities (if any) noticed by him/her that may have any effect on the expenditure by any candidates for the election.
- f) The Expenditure Monitoring Officer appointed hereinabove shall report to concerned Returning Officers and they shall remain at the Taluka Headquarter Office.
- g) The Expenditure Monitoring Officer shall be provided with a vehicle by the concerned Returning Officers. The fuel expenses will be reimbursed by the State Election Commission as usual.
- h) The Expenditure Monitoring Officer shall be eligible for allowances as admissible under the Rules and the expenditure incurred thereon shall be debitable to the Budget Head pertaining to Village Panchayat Elections controlled by the Goa State Election Commission.
- i) Attention of all concerned is drawn to circular No. 13-5-2011-Per dt. 28-09-2011, issued by Dept. of Personnel, Govt. of Goa as well as O. M. No. 11012/7/98-Estt (A) issued by Ministry of Personnel, Public Grievances and Pensions dated 7th Nov. 2000 (Copies enclosed).

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th April, 2012.

Form-E.M.O.

Format for Report by Expenditure Monitoring Officer to be submitted to Returning Officer

Name of the District:

Names of Talukas allotted to Expenditure Monitoring Officer:

Report for the period: From / /2012 to / /2012.

Sr. No.	Name of Village Panchayat	Ward No.	Details of violations observed in respect of expenditure by candidates	Observations by Expenditure Monitoring Officer	Remarks
1	2	3	4	5	6

Signature of
Expenditure Monitoring Officer

To
The Returning Officer,
Village Panchayat General Election, 2012.

Order

No. 3/4/2012-SEC/172

In exercise of the powers vested in me vide Article 243K of the constitution of India and also in exercise of the powers vested under Section 237 of The Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS(Retd.), Commissioner of Goa State Election Commission do hereby appoint the following Officers as **District Observer** with immediate effect for the Districts or parts of the District indicated against their names for the purpose of General Elections, 2012 to 185 Village Panchayats in the State of Goa to be held on 16th May, 2012. They shall start functioning from 23rd April, 2012 and shall remain in the position till the Code of Conduct is over on 18th evening.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri Tukaram S. Sawant, Secretary, G.P.S.C.	Reserve	Reserve.
2.	Shri Meghanath Porab, General Manager, DIC, Panaji	Reserve	Reserve.
3.	Shri Agnelo A. J. Fernandes, Addl. Dir. of Panchayats-I, Panaji	Reserve	Reserve.
4.	Shri Dipak S. Desai	Reserve	Reserve.

1	2	3	4
5.	Shri Prasanna A. Acharya, Director of Mines, Panaji	Reserve	Reserve.
6.	Shri Gopal A. Parsekar, Director of Official Language, Panaji	Reserve	Reserve.

The date of Poll is 16th May, 2012 and the hours of Poll will be from 8.00 a.m. to 5.00 p.m. The Counting of Votes is on 17-05-2012 and 18-05-2012 from 8.00 a.m. onwards. The respective Mamlatdar/ /Joint Mamlatdars have been appointed as the Returning Officers for particular Village Panchayats.

The duties and responsibilities of the Taluka Observers appointed hereinabove shall be as under:-

- a) To watch the conduct of elections in the Constituencies/wards of Village Panchayats within the District or part of the District entrusted to him/her by the State Election Commission;
- b) To ensure that the Model Code of Conduct is strictly implemented within the District or part of the District entrusted to him/her by the State Election Commission;
- c) To supervise the Taluka Observers appointed by the State Election Commission in respect of the District or part of the District entrusted to him/her by the State Election Commission;
- d) To supervise the Returning Officers under their charge appointed by the State Election Commission in respect of the District or part of the District entrusted to him/her by the State Election Commission;
- e) To obtain daily report on Violations of Model Code of Conduct from all Taluka Observers within the District or part of the District and submit the compiled report of the District or part of the District to the State Election Commission, after directing the concerned Returning Officer to take necessary punitive action including filing of FIR wherever needed.
- f) To bring to the notice of the State Election Commission the irregularities (if any) noticed by him/her that may have any effect on the conduct of elections in a free and fair manner;

g) The District Observers appointed hereinabove are hereby authorized to enter the polling booths within the District or part of the District allotted to him/her on the day of election under Rule 29(1) (b) of The Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996. The list of Polling Stations shall be made available to the District Observers by the Secretary, State Election Commission;

h) The District Observers shall regularly visit the offices of Returning Officers within the District or part of the District and monitor the preparation for the Poll. The Returning Officers shall make available all facilities like telephone/fax/xerox etc. for the District Observers during their visits to the office or Polling Stations;

i) The District Observers shall use their own official vehicles for discharge of the functions of Observers. For this purpose the vehicle will be deemed to have been requisitioned by State Election Commission. The fuel for these vehicles will be provided by the concerned Returning Officers;

j) The District Observers shall submit reports to the State Election Commission everyday by 7.00 p.m. in the prescribed Proforma Form No. D.O. (copy attached) and a final report/brief note containing his/her observations on entire election process shall be submitted to the State Election Commission after the last day of counting of votes;

k) The District Observer shall be eligible for allowances as admissible under the Rules and the expenditure incurred thereon shall be debitable to the Budget Head pertaining to Village Panchayat Elections controlled by the Goa State Election Commission.

l) Attention of all concerned is drawn to Circular No. 13/5/2011-Per dated 28-09-2011, issued by Department of Personnel, Government of Goa as well as O.M. No. 11012/7/98-Estt(A) issued by Ministry of Personnel, Public Grievances and Pensions dated 7th November, 2000 (copies enclosed).

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th April, 2012.

Form-D.O.

Format for Report by District Observer to be submitted to Commission

Name of the District:

Name of Talukas allotted to District Observer:

Report for the period: From / /2012 to / /2012.

Sr. No.	Name of Village Panchayat	Ward No.	Details of violations observed in respect of elections	Action taken by District Observer	Remarks
1	2	3	4	5	6

Signature of
District Observer

To
The Secertary,
Goa State Election Commission,
Altinho, Panaji.

Order

No. 3/4/2012-SEC/234

Shri Meghanath Parab, General Manager (DIC), Directorate of Industries, Trade & Commerce, who is appointed as District Observer (Reserve) for General Elections, 2012 to 185 Village Panchayats in Goa vide Order No. 3/4/2012-SEC/172 dated 17-04-2012 shall function as District Observer for Pernem Taluka in place of Shri Menino D'Souza, Director of Panchayats and District Observer, with immediate effect and till 18-5-2012. Shri Meghanath Parab, District Observer (Pernem) shall start functioning from 23-04-2012.

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 20th April, 2012.

Order

No. 3/4/2012-SEC/272

Shri Dipak S. Desai, Chief Executive Officer, Khadi & Village Industries Board, who is appointed as District Observer (Reserve) for General Elections, 2012 to 185 Village Panchayats in Goa vide Order No. 3/4/2012-SEC/172 dated 17-04-2012 shall function as District Observer for Mormugao Taluka in place of Shri Y. B. Tavde, Additional

Collector II, South Goa, with immediate effect and till 18-05-2012. Shri Dipak Desai, District Observer (Mormugao) shall start functioning from 24-04-2012. Consequently, Order No. 3/4/2012-SEC/173 dated 17-04-2012 stands modified to the above extent.

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 24th April, 2012.

Order

No. 3/4/2012-SEC/173

In exercise of the powers vested in me vide Article 243K of the constitution of India and also in exercise of the powers vested under Section 237 of the Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS (Retd.), Commissioner of Goa State Election Commission do hereby appoint the following Officers as **District Observers** with immediate effect for the Districts or parts of the Districts indicated against their names for the purpose of General Elections, 2012 to 185 Village Panchayats in the State of Goa to be held on 16th May, 2012. They shall start functioning from 23rd April, 2012 and shall remain in the position till the Code of Conduct is over on 18th evening.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri Menino D'Souza, Director of Panchayats, Panaji	North Goa	Pernem.
2.	Shri Narayan R. Sawant, Additional Collector-I, North Goa District, Panaji-Goa	North Goa	Bicholim and Satari.
3.	Shri Sakham V. Naik, Director (Admn.), Goa Medical College & Hospital, Bambolim	North Goa	Tiswadi and Ponda.
4.	Shri Swapnil M. Naik, Director of Tourism, Panaji-Goa	North Goa	Bardez.
5.	Shri Nikhil Dessai, Managing Director, GTDC	South Goa	Salcete.

1	2	3	4
6.	Shri P. K. Velip Kankar, Registrar of Co-op. Societies, Panaji-Goa	South Goa	Sanguem and Dharbandora.
7.	Shri Venancio Furtado, Managing Director, KTCL, Panaji	South Goa	Quepem and Canacona.
8.	Shri Y. B. Tawde, Addl. Collector II, South Margao	South Goa	Mormugao.

The date of Poll is 16th May, 2012 and the hours of Poll will be from 8.00 a.m. to 5.00 p.m. The Counting of Votes is on 17-05-2012 and 18-05-2012 from 8.00 a.m. onwards. The respective Mamlatdar/ /Joint Mamlatdars have been appointed as the Returning Officers for particular Village Panchayats.

The duties and responsibilities of the Taluka Observers appointed hereinabove shall be as under:-

- To watch the conduct of elections in the Constituencies/wards of Village Panchayats within the District or part of the District entrusted to him/her by the State Election Commission;
- To ensure that the Model Code of Conduct is strictly implemented within the District or part of the District entrusted to him/her by the State Election Commission;
- To supervise the Taluka Observers appointed by the State Election Commission in respect of the District or part of the District entrusted to him/her by the State Election Commission;
- To supervise the Returning Officers under their charge appointed by the State Election Commission in respect of the District or part of the District entrusted to him/her by the State Election Commission;
- To obtain daily report on Violations of Model Code of Conduct from all Taluka Observers within the District or part of the District and submit the compiled report of the District or part of the District to the State Election Commission, after directing the concerned Returning Officer to take necessary punitive action including filing of FIR wherever needed.

- f) To bring to the notice of the State Election Commission the irregularities (if any) noticed by him/her that may have any effect on the conduct of elections in a free and fair manner;
- g) The District Observers appointed hereinabove are hereby authorized to enter the polling booths within the District or part of the District allotted to him/her on the day of election under Rule 29(1) (b) of The Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996. The list of Polling Stations shall be made available to the District Observers by the Secretary, State Election Commission;
- h) The District Observers shall regularly visit the offices of Returning Officers within the District or part of the District and monitor the preparation for the Poll. The Returning Officers shall make available all facilities like telephone/fax/xerox etc. for the District Observers during their visits to the office or Polling Stations;
- i) The District Observers shall use their own official vehicles for discharge of the functions of Observers. For this purpose the vehicle will be deemed to have been requisitioned by State Election Commission. The fuel for these vehicles will be provided by the concerned Returning Officers;
- j) The District Observers shall submit reports to the State Election Commission everyday by 7.00 p.m. in the prescribed Proforma Form No. D.O. (copy attached) and a final report/ brief note containing his/her observations on entire election process shall be submitted to the State Election Commission after the last day of counting of votes;
- k) The District Observer shall be eligible for allowances as admissible under the Rules and the expenditure incurred thereon shall be debitable to the Budget Head pertaining to Village Panchayat Elections controlled by the Goa State Election Commission.
- l) Attention of all concerned is drawn to Circular No. 13/5/2011-Per dated 28-09-2011, issued by Department of Personnel, Government of Goa as well as O.M. No. 11012/7/98-Estt(A) issued by Ministry of Personnel, Public Grievances and Pensions dated 7th November, 2000 (copies enclosed).

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th May, 2012.

Form-D.O.

Format for Report by District Observer to be submitted to Commission

Name of the District:

Name of Talukas allotted to District Observer:

Report for the period: From / /2012 to / /2012.

Sr. No.	Name of Village Panchayat	Ward No.	Details of violations observed in respect of elections	Action taken by District Observer	Remarks
1	2	3	4	5	6

Signature of
District Observer

To

The Secretary,
Goa State Election Commission,
Altinho, Panaji, Goa.

Order

No. 3/4/2012-SEC/174

In exercise of the powers vested in me vide Article 243K of the constitution of India and also in exercise of the powers vested under Section 237 of The Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS(Retd.), Commissioner of Goa State Election Commission do hereby appoint the following Officers as **Taluka Observers** with immediate effect for the Taluka or parts of the Taluka indicated against their names for the purpose of General Elections, 2012 to 185 Village Panchayats in the State of Goa to be held on 16th May, 2012. These officers shall form their duties as Taluka Observers from 23rd April, 2012 and shall remain in the position till the Code of Conduct is over on 18th evening.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri Snehal P Naik Goltekar, Asstt. Comm. of Commercial Taxes, Panaji	Reserve	Reserve.

1	2	3	4
2.	Shri Parag M. Nagarsenkar, Under Secretary (Revenue), Porvorim	Reserve	Reserve.
3.	Shri Rajendra D. Mirajkar, SLAO, National Games, Pernem	Reserve	Reserve.
4.	Smt. Laura Britto e Madre de dues, Administrator of Comunidades, Margao	Reserve	Reserve.
5.	Smt. Upasana M. Mazgaonkar, SLAO, Tillari Irrig. Dev. Corporation	Reserve	Reserve.
6.	Shri Vasudev N. Shetye, Dy. Dir. (Admn.), Forest Department	Reserve	Reserve.

The date of Poll is 16th May, 2012 and the hours of Poll will be from 8.00 a.m. to 5.00 p.m. The Counting of Votes is on 17-05-2012 and 18-05-2012 from 8.00 a.m. onwards. The respective Mamlatdar/ /Joint Mamlatdars have been appointed as the Returning Officers for particular Village Panchayats.

The duties and responsibilities of the Taluka Observers appointed hereinabove shall be as under:-

- To watch the conduct of elections in the Constituencies/wards of Village Panchayats within the Taluka or part of Taluka entrusted to him/her by the State Election Commission;
- To ensure that the Model Code of Conduct is strictly implemented within the Taluka or part of Taluka entrusted to him/her by the State Election Commission;
- To supervise the conduct of elections by the Returning Officers appointed by the State Election Commission in respect of the Taluka or part of Taluka entrusted to him/her by the State Election Commission;
- To obtain daily report on Violations of Model Code of Conduct from all Returning Officers within the Taluka or part of Taluka and submit the compiled report of the respective District Observer.

e) To bring to the notice of the District Observer without any loss of time, the irregularities (if any) noticed by him/her that may have any effect on the conduct of elections in a free and fair manner and also take on the spot appropriate action as deemed necessary as per rules/instructions.

f) The Taluka Observers appointed hereinabove are hereby authorized to enter the polling booths within the Taluka or part of Taluka allotted to him/her on the day of election under Rule 29(1) (b) of The Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996. The list of Polling Stations shall be made available to the Taluka Observers by the respective Returning Officers.

g) The Taluka Observers shall regularly visit the offices of Returning Officers within the Taluka or part of the Taluka and monitor the preparation for the Poll. The Returning Officers shall make available all facilities like telephone/fax/xerox etc. for the Taluka Observers during their visits to the office or Polling Stations;

h) The Taluka Observers shall be provided with a vehicle and by the respective departments wherever they are working. The diesel/petrol for these vehicles will be provided by the Returning Officers concerned;

i) The Taluka Observers shall submit reports to the respective District Observer everyday by 6.00 p.m. and a final report/brief note containing his/her observations on entire election process shall be submitted to the District Observer after the last day of counting of votes with a copy to State Election Commission.

j) The Taluka Observer shall be eligible for allowances as admissible under the Rules and the expenditure incurred thereon shall be debitable to the Budget Head pertaining to Village Panchayat Elections controlled by the Goa State Election Commission.

k) Attention of all concerned is drawn to Circular No. 13/5/2011-Per dated 28-09-2011, issued by Department of Personnel, Government of Goa as well as O.M. No. 11012/7/98-Estt(A) issued by Ministry of Personnel, Public Grievances and Pensions dated 7th November, 2000 (copies enclosed).

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th April, 2012.

Form-T. O.

Format for Report by Taluka Observer to be submitted to District Observer

Name of the Taluka:

Name of Talukas allotted to Taluka Observer:

Report for the period: From / /2012 to / /2012.

Sr. No.	Name of Village Panchayat	Ward No.	Details of violations observed in respect of elections	Action taken by concerned Returning Officer	Remarks
1	2	3	4	5	6

Signature of
Taluka Observer

To
The District Observer,
Village Panchayat Elections, 2012.

Order

No. 3/4/2012-SEC/175

In exercise of the powers vested in me vide Article 243K of the Constitution of India and also in exercise of the powers vested under Section 237 of the Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS(Retd.), Commissioner of Goa State Election Commission do hereby appoint the following Officers as **Taluka Observers** with immediate effect for the Taluka or parts of the Taluka indicated against their names for the purpose of General Elections, 2012 to 185 Village Panchayats in the State of Goa to be held on 16th May, 2012. They shall start functioning from 23rd April, 2012 and shall remain in the position till the Code of Conduct is over on 18th evening.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri Ashok Rane, Asstt. Comm. of Commercial Taxes, Panaji	North Goa	Pernem.
2.	Shri D. M. Bandekar, Asstt. Director of Mines, Panaji-Goa	North Goa	Bicholim.

1	2	3	4
3.	Shri Levinson Martins, Deputy Collector & SDM, Bicholim-Goa	North Goa	Bardez.
4.	Shri Anthony D'Souza, Dy. Collector (LA), Panaji	North Goa	Satari.
5.	Smt. Meena H. N. Goltekar, Dy. Collector & SDM, Pernem	North Goa	Tiswadi.
6.	Shri Prashant P. Shirodkar, Chief Officer Municipality, Quepem	North Goa	Ponda.
7.	Smt. Sandhya S. Kamat, Dy. Collector & DRO, Margao	South Goa	Quepem.
8.	Shri Ashutosh Apte, Dy. Collector (Rev.), Margao	South Goa	Mormugao.
9.	Shri Sabaji P. Shetye, Dy. Collector & SDM, Bardez	South Goa	Salcete.
10.	Shri Devidas S. Gaonkar, Asstt. Comm. of Commercial Taxes, Margao	South Goa	Canacona.
11.	Smt. Laura Britto e Madre de dues, Administrator of Comunidades, Margao	South Goa	Sanguem and Dharbandora.

The date of Poll is 16th May, 2012 and the hours of Poll will be from 8.00 a.m. to 5.00 p.m. The Counting of Votes is on 17-05-2012 and 18-05-2012 from 8.00 a.m. onwards. The respective Mamlatdar/ /Joint Mamlatdars have been appointed as the Returning Officers for particular Village Panchayats.

The duties and responsibilities of the Taluka Observers appointed hereinabove shall be as under:-

- To watch the conduct of elections in the Constituencies/wards of Village Panchayats within the Taluka or part of Taluka entrusted to him/her by the State Election Commission;
- To ensure that the Model Code of Conduct is strictly implemented within the Taluka or

- part of Taluka entrusted to him/her by the State Election Commission;
- c) To supervise the Conduct of elections by the Returning Officers appointed by the State Election Commission in respect of the Taluka or part of Taluka entrusted to him/her by the State Election Commission;
- d) To obtain daily report on Violations of Model Code of Conduct from all Returning Officers within the Taluka or part of Taluka and submit the compiled report of the respective District Observer in Form T. O.
- e) To bring to the notice of the District Observer the irregularities (if any) noticed by him/her that may have any effect on the conduct of elections in a free and fair manner and also take on the spot appropriate action as deemed necessary as per rules/instructions.
- f) The Taluka Observers appointed hereinabove are hereby authorized to enter the polling booths within the Taluka or part of Taluka allotted to him/her on the day of election under Rule 29(1) (b) of The Goa Panchayat and Zilla Panchayat (Election Procedure) Rules, 1996. The list of Polling Stations shall be made available to the Taluka Observers by the respective Returning Officers.
- g) The Taluka Observers shall regularly visit the offices of Returning Officers within the Taluka or part of the Taluka and monitor the preparation for the Poll. The Returning Officers shall make available all facilities like telephone/fax/xerox etc. for the Taluka Observers during their visits to the office or Polling Stations;
- h) The Taluka Observers shall use their own office vehicle for duty of Observer. This vehicle shall be deemed to be requisitioned by Goa State Election Commission. The diesel/petrol for these vehicles will be provided by the Returning Officers concerned;
- i) The Taluka Observers shall submit reports to the respective District Observer everyday by 6.00 p.m. and a final report/brief note containing his/her observations on entire election process shall be submitted to the District Observer after the last day of counting of votes with a copy to State Election Commission.
- j) The Taluka Observer shall be eligible for allowances as admissible under the Rules

and the expenditure incurred thereon shall be debitable to the Budget Head pertaining to Village Panchayat Elections controlled by the Goa State Election Commission.

- k) Attention of all concerned is drawn to Circular No. 13/5/2011-Per dated 28-09-2011, issued by Department of Personnel, Government of Goa as well as O.M. No. 11012/7/98-Estt(A) issued by Ministry of Personnel, Public Grievances and Pensions dated 7th November, 2000 (copies enclosed).

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th April, 2012.

Form-T. O.

Format for Report by Taluka Observer to be submitted to District Observer

Name of the Taluka:

Name of Talukas allotted to Taluka Observer:

Report for the period: from / /2012 to / /2012.

Sr. No.	Name of Village Panchayat	Ward No.	Details of violations observed in respect of elections	Action taken by concerned Returning Officer	Remarks
1	2	3	4	5	6

Signature of
Taluka Observer

To
The District Observer,
Village Panchayat Elections, 2012.

Order

No. 3/4/2012-SEC/444

In exercise of the powers vested in me vide Article 243K of the Constitution of India and also in exercise of the powers vested under Section 237 of The Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS(Retd.), State Election Commissioner, Goa State do hereby appoint the following Officers as **Flying Squad Incharge** for each Taluka indicated against their names for the purpose of General Elections, 2012 to Village Panchayats in the State of Goa to be held on 16th May, 2012.

The Flying Squad shall start functioning from 6th May, 2012 and shall remain in position till the Code of Conduct is over on 18th May, 2012.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri Anil A. de Noronha, Z. A. O. Pernem	North Goa	Pernem.
2.	Shri Ravishekhar, Nipanikar, Jt. Mamlatdar, Bicholim	North Goa	Bicholim.
3.	Smt. Trupti B. Manerkar, Jt. Mamlatdar, Satari	North Goa	Satari.
4.	Shri Pundalik V. Khorjuvenkar, Jt. Mamlatdar, Bardez	North Goa	Bardez.
5.	Shri Sudhir S. Kerkar, Jt. Mamlatdar, Tiswadi	North Goa	Tiswadi.
6.	Smt. Sangeeta Naik Jt. Mamlatdar, Ponda	North Goa	Ponda.
7.	Shri Girish Kenkre, Z.A.O. Dharbandora	South Goa	Dhar-bandora.
8.	Shri Shankar B., Gaonkar, Jt. Mamlatdar, Sanguem	South Goa	Sanguem.
9.	Smt. Varsha Mandrekar, Jt. Mamlatdar Quepem	South Goa	Quepem.
10.	Ms. Triveni Paik Velip, Jt. Mamlatdar, Salcete	South Goa	Salcete.
11.	Shri Laxmikant Desai, Jt. Mamlatdar, Mormugao	South Goa	Mormugao.
12.	Shri Rajesh Azgaonkar, Jt. Mamlatdar, Canacona	South Goa	Canacona.

The Police Inspector, Incharge of Police Stations in respective Taluka Headquarters shall depute one

P.S.I./A.S.I. and two Police Constables as members of the Flying Squad for the period 06-05-2012 till 22-05-2012.

The Mamlatdar of Concerned Taluka shall depute one Talathi as member of the Flying Squad for the period 06-05-2012 till 22-05-2012. The Mamlatdar of Concerned Taluka shall provide a vehicle with driver at the disposal of the Flying Squad incharge and shall also provide fuel for the vehicle from time to time.

The duties and responsibilities of the Flying Squad appointed hereinabove shall be as under:-

- 1) To carry out routine visits to the Village Panchayats in Concerned Taluka to watch and prevent the violation of Model Code of Conduct;
- 2) To investigate into the complaints received from Police/Candidates and to submit report of investigation to the Concerned Returning Officer having territorial Jurisdictions over the subject of complaint;
- 3) The Flying Squad Incharge shall immediately file F.I.R. with the local Police Station if Commission of any cognizable offence relating to Village Panchayat Elections is noticed by him and forward its copy to the concerned Returning Officer.
- 4) The Flying Squad shall visit the Village Panchayat areas as frequently as practicable and do patrolling to prevent any violation of Model Code of Conduct;
- 5) The Flying Squad Incharge shall submit a daily report to the Collector and District Magistrate of the District Concerned in Format "A" annexed hereto and its Copy shall be submitted to the Concerned Returning Officers.
- 6) The Flying Squads shall function under the supervision of the Collector and District Magistrate of Concerned District and the Concerned Returning Officers for Village Panchayat Elections, 2012.
- 7) Attention of all concerned is drawn to Circular No. 13/5/2011-Per dated 28-09-2011, issued by Dept. of Personnel, Govt. of Goa as well as O. M. No. 11012/7/98-Estt(A) issued by Ministry of Personnel, Public Grievances and Pensions, Govt. of India dated 7th November, 2000 (Copies enclosed).

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th May, 2012.

Format "A"

Daily Report to be submitted by flying Squad to District Magistrate

Name of District:-

Name of Taluka:-

Name of Flying Squad Incharge

Date	Details of Places where Partrolling done	Details of Violations of Code of Conduct noticed or complaints received	Details of Action taken

Signature of
Flying Squad Incharge

To

Collector & District Magistrate,
Copy to: The Returning Officer,
Village Panchayat Elections, 2012.

Circular

It is noticed that at times the concerned officials who are called upon to perform certain functions on behalf of State Election Commission (SEC) sometimes do not pay serious attention to carry out the directions of State Election Commission as required. Perhaps, it is because of the unfounded assumption that as the SEC is dealing with the local bodies elections, the work is not so important. To set aside this impression at rest, the following is brought to the notice of all concerned.

The 73rd and 74th Constitutional Amendment envisages setting up of SEC consisting of a State Election Commissioner. The State Election Commissioner has been vested with the same powers under Article 243K and 243ZA (1) as the Election Commissioner of India under Article 324. The SEC's are also to function independently of State Government in the matter of powers of superintendence, directions and control of all election and preparation of Electoral Roll and the conduct of all elections to Panchayats, Zilla Panchayats and Municipalities.

It may, therefore, be emphasized that the third tier of the Government i.e. Panchayats and Municipalities have a constitutional status and hence the matter of elections connected to these bodies is also needed to be dealt on priority, so as

to achieve the objective of holding fair and equitable elections of democratic bodies through franchise as has been very clearly held by Hon. Supreme Court of India.

The Hon. Supreme Court in a four Judge bench headed by the then Chief Justice of India in *Kishansing Tomar v/s. Municipal Corporation of Ahmedabad & Ors.* in Civil Appeal No. 5756 of 2005 has held as follows among others:

"In our opinion the entire provision in the Constitution was inserted to see that there should not be any delay in the constitution of the new Municipality every five years and in order to avoid the mischief of delaying the process and allowing the nominated bodies to continue, the provisions have been suitably added to the Constitution. In this direction, it is necessary for all the State Governments to recognize the significance of the State Election Commission, which is a constitutional body and it shall abide by the directions of the Commission in the same manner in which it follows the directions of the Election Commission of India during the elections for the Parliament and State Legislatures. In fact, in the domain during the elections to the Panchayats and the Municipal bodies under the Art IX and Part IX A for the conduct of the elections to these bodies they enjoy the same status as the Election Commission of India.

In terms of Article 243 K and Article 243 ZA (1) the same powers are vested in the State Election Commission as the Election Commission of India under Article 324.

The words in the former provisions are in pari materia with the latter provision.

The words 'superintendence, direction and control' as well as 'conduct of elections' have been held in the "broadest of terms" by this Court in several decisions including in *Re:*

Special Reference No. 1 of 2002 (2002) 8 SCC 237 and *Mohinder Singh Gill's case* (1978) 1 SCC 405 and the question is whether this is equally relevant in respect of the powers of the State Election Commission as well.

From the reading of the said provisions it is clear that the powers of the State Election Commission in respect of conduct of elections is no less than that of the Election Commission of India in their respective domains. These powers are, of course, subject to the law made by Parliament or by State Legislatures provided the same do not

encroach upon the plenary powers of the said Election Commissions.

The State Election Commissions are to function independent of the concerned State Governments in the matter of their powers of superintendence, direction and control of all elections and preparation of electoral rolls form and the conduct of all elections to the Panchayats and Municipalities.

Article 243K (3) also recognizes the independent status of the State Election Commission. It states that upon a request made in that behalf the Governor shall make available to the State Election Commission such staff as may be necessary for the discharge of the functions conferred on the State Election Commission by clause (1). It is accordingly to be noted that in the matter of the conduct of elections, the concerned Government shall have to render full assistance and co-operation to the State Election Commission and respect the latter's assessment of the needs in order to ensure that free and fair elections are conducted.

Also, for the independent and effective functioning of the State Election Commission, where it feels that it is not receiving the co-operation of the concerned State Government, in discharging its constitutional obligation of holding the elections to the Panchayats or Municipalities within the time mandated in the Constitution, it will be open to the State Election Commission to approach the High Courts, in the first instance, and thereafter the Supreme Court for a Writ of mandamus or such other appropriate writ directing the concerned State Government to provide all necessary co-operation and assistance to the State Election Commission to enable the latter to fulfill the constitutional mandate."

It is therefore brought to the notice of all concerned that there should be no laxity on the part of Heads of Departments/Heads of Offices in relieving of the requisitioned officer, staff, machinery and other incidentals. The requisitioned officers/staff may also be clearly briefed that they need to engage in the work assigned by the State Election Commission in right earnest and with due diligence to avoid any disciplinary action.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 28th September, 2011.

Order

No. 3/4/2012-SEC/465

In exercise of the powers vested in me vide Article 243K of the Constitution of India and also in

exercise of the powers vested under Section 237 of the Goa Panchayat Raj Act, 1994, I, Dr. M. Modassir, IAS (Retd.), State Election Commissioner, Goa State do hereby appoint the following Officers as **Flying Squad Incharge** for each Taluka indicated against their names for the purpose of General Elections, 2012 to Village Panchayats in the State of Goa to be held on 16th May, 2012.

The Flying Squad shall start functioning from 7th May, 2012 and shall remain in position till the Code of Conduct is over on 18th May, 2012.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas allotted
1	2	3	4
1.	Shri Anant Hoble, Z. A. O., Satari	North Goa	Satari.
2.	Shri Shivram Naik Gaonkar, Z. A. O., Quepem	South Goa	Quepem.

The Police Inspector, Incharge of Police Stations in respective Taluka Headquarters shall depute one P.S.I./A.S.I. and two Police Constables as members of the Flying Squad for the period 07-05-2012 till 22-05-2012.

The Mamlatdar of concerned Taluka shall depute one Talathi as member of the Flying Squad for the period 07-05-2012 till 22-05-2012. The Mamlatdar of concerned Taluka shall provide a vehicle with driver at the disposal of the Flying Squad incharge and shall also provide fuel for the vehicle from time to time.

The duties and responsibilities of the Flying Squad appointed hereinabove shall be as under:-

- 1) To carry out routine visits to the Village Panchayats in concerned Taluka to watch and prevent the violation of Model Code of Conduct;
- 2) To investigate into the complaints received from Police/Candidates and to submit report of investigation to the concerned Returning Officer having territorial jurisdictions over the subject of complaint;
- 3) The Flying Squad Incharge shall immediately file F.I.R. with the local Police Station if Commission of any cognizable offence relating to Village Panchayat Elections is

noticed by him and forward its copy to the concerned Returning Officer.

- 4) The Flying Squad shall visit the Village Panchayat areas as frequently as practicable and do patrolling to prevent any violation of Model Code of Conduct;
- 5) The Flying Squad Incharge shall submit a daily report to the Collector and District Magistrate of the District Concerned in Format "A" annexed hereto and its copy shall be submitted to the concerned Returning Officers.
- 6) The Flying Squads shall function under the supervision of the Collector and District Magistrate of concerned District and the concerned Returning Officers for Village Panchayat Elections, 2012.
- 7) Attention of all concerned is drawn to Circular No. 13/5/2011-Per dated 28-09-2011, issued by Dept. of Personnel, Govt. of Goa as well as O. M. No. 11012/7/98-Estt(A) issued by Ministry of Personnel, Public Grievances and Pensions, Government of India dated 7th November, 2000 (Copies enclosed).
- 8) The earlier Order No. 3/4/2012-SEC/444 dated 05-05-2012 accordingly stands modified in respect of Satari and Quepem Talukas.

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 7th May, 2012.

Order

No. 3/4/2012-SEC/519

In exercise of the powers vested in me vide Article 243K of the Constitution of India and also in exercise of the powers vested under Section 237 of the Goa Panchayat Raj Act, 1994, I, *Dr. M. Modassir*, IAS (Retd.), State Election Commissioner, Goa State do hereby appoint the following Officers as **Flying Squad Incharge** for each Taluka/Part of Taluka indicated against their names for the purpose of General Elections, 2012 to Village Panchayats in the State of Goa to be held on 16th May, 2012.

The Flying Squad shall start functioning from 11th May, 2012 and shall remain in position till the Code of Conduct is over on 18th May, 2012.

Sr. No.	Name, Designation & Department of the Officer	Name of District	Talukas/Part allotted
1	2	3	4
1.	Shri Sanjiv Mayenkar, Z. A. O., Bardez	North Goa	Bardez-I Salvador-do- Mundo, Penha-de-France, Reis Magos, Nerul, Pilerne-Marra, Candolim, Calangute, Saligao, Sangolda.
2.	Shri Ramnath Pednekar, Asstt. Registrar of Co-op Societies, Mapusa	North Goa	Bardez-II Pomburpa-Olaulim, Socorro, Anjuna-Caisua, Assagao, Verla-Canca, Arpora-Nagoa, Parra, Siolim-Mama, Siolim-Sodiem, Oxel, Camurlim.
3.	Shri Pundalik V. Khorjuvenkar, Jt. Mamlatdar, Bardez	North Goa	Bardez-III Colvale, Revora, Nadora, Pirna, Tivim, Sirsaim, Assonora, Aldona, Moira, Nachinola, Bastora, Ucassaim-Paliem-Punola, Guirim.
4.	Shri Santosh Kundaikar, Commercial Tax Officer, Salcete, Margao	South Goa	Salcete-I Nagoa, Verna, Nuvem, Loutulim,

1	2	3	4
			Camurlim, Raia, Cana- -Benaullim, Seraullim, Majorda- -Utorda- Calata, Betaltbatim, Colva.
5. Shri Sandeep Faldessai, Z.A.O., Salcete, Margao	South Goa	Salcete-II Rumdamol- -Davorlim, Davorlim- -Dicarpale, Aquem- -Baixo, Chinchinim- Deusua, Orlim, Carmona, Cavellossim, Dramapur- -Sirlim, Navelim, Telaullim, Varca.	
6. Ms. Triveni Paik Velip	South Goa	Salcete-III Curtorim, Sao Jose de Areal, Rachol, Macasana, Guirdolim, Chandor- -Cavorim, Paroda, Sarzora, Velim, Ambelim, Assolna.	

The Police Inspector, Incharge of Police Stations in respective Taluka Headquarters shall depute one P.S.I./A.S.I. and two Police Constables as members of the Flying Squad for the period 11-05-2012 till 22-05-2012.

The Mamlatdar of concerned Taluka shall depute one Talathi as member of the Flying Squad for the period 11-05-2012 till 22-05-2012. The Mamlatdar of Concerned Taluka shall provide a vehicle with

driver at the disposal of the Flying Squad in charge and shall also provide fuel for the vehicle from time to time.

The duties and responsibilities of the Flying Squad appointed hereinabove shall be as under:-

- 1) To carry out routine visits to the Village Panchayats in concerned Taluka to watch and prevent the violation of Model Code of Conduct;
- 2) To investigate into the complaints received from Police/Candidates and to submit report of investigation to the concerned Returning Officer having territorial jurisdictions over the subject of complaint;
- 3) The Flying Squad Incharge shall immediately file F.I.R. with the local Police Station if Commission of any cognizable offence relating to Village Panchayat Elections is noticed by him and forward its copy to the concerned Returning Officer.
- 4) The Flying Squad shall visit the Village Panchayat areas as frequently as practicable and do patrolling to prevent any violation of Model Code of Conduct;
- 5) The Flying Squad Incharge shall submit a daily report to the Collector and District Magistrate of the District concerned in Format "A" annexed hereto and its copy shall be submitted to the concerned Returning Officers.
- 6) The Flying Squads shall function under the supervision of the collector and District Magistrate of Concerned District and the concerned Returning Officers for Village Panchayat Elections, 2012.
- 7) Attention of all concerned is drawn to Circular No. 13/5/2011-Per dated 28-09-2011, issued by Dept. of Personnel, Govt. of Goa as well as O. M. No. 11012/7/98-Estt(A) issued by Ministry of Personnel, Public Grievances and Pensions, Government of India dated 7th November, 2000 (Copies enclosed).
- 8) The earlier Order No. 3/4/2012-SEC/444 dated 05-05-2012 accordingly stands modified in respect of Bardez and Salcete Talukas.

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 10th May, 2012.

Format "A"

Daily report to be submitted by Flying Squad to District Magistrate

Name of District:

Name of Taluka:

Name of Flying Squad Incharge:

Date	Details of Places where Patrolling done	Details of Violations of Code of Conduct noticed or complaints received	Details of Action taken

Signature of
Flying Squad Incharge

Order

No. 3/4/2012-SEC/619

The Flying Squad Constituted vide Order No. 3/4/2012-SEC/519 dated 10-5-2012 in respect of Bardez-I with Shri Sanjiv Mayenkar, Z.A.O. Bardez as Flying Squad Incharge shall continue to function within jurisdiction of Village Panchayat Calangute till 22nd May, 2012 till the counting of votes and declaration of result is over in respect of Village Panchayat Calangute.

The Flying Squad discharge all the duties and responsibilities as laid down in the said order dated 10-5-2012.

Dr. M. Modassir, IAS (Retd.), Goa State Election Commissioner.

Panaji, 17th May, 2012.

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Department of Finance
Directorate of Accounts

Order

No. DA/Admn/45-1/2012-13/TR-333/16

On the recommendations of the Departmental Promotion Committee as conveyed by Goa Public Service Commission vide their letter No. COM/II/11/1(1)/91-10/38 dated 18-04-2012, Government is pleased to promote the following Dy. Director of Accounts under Common Accounts Cadre to the post of Joint Director of Accounts (Group 'A' Gazetted)

in the Pay Band—3, ₹ 15,600-39,100 plus Grade Pay ₹ 6,600/- on regular basis from the date of taking over the charge of the post:

1. Shri Ulhas S. Mardolkar.
2. Shri Anand T. Mamlekar.

Government is further pleased to order the posting and transfer of the following Joint Director of Accounts as under:

Sr. No.	Name of the Officer	Posted on transfer/deputation
1.	Shri Ulhas S. Mardolkar	Directorate of Health Services, Campal, Panaji, Goa thereby relieving Shri Prakash Pereira, Joint Director of Accounts of additional duties.
2.	Shri Anand T. Mamlekar	Directorate of Education, Porvorim, Goa.

The promoted Officers shall be on probation for a period of 2 years in the first instance. They should exercise an option for fixation of pay in terms of F.R.22(I)(a)(1) within one month from the date of promotion.

Shri Anand T. Mamlekar, Joint Director of Accounts shall hold the additional charge of the post of Dy. Director of Accounts/Accounts Officer in the Directorate of Education, Porvorim as temporary stop gap arrangement till the regular substitute is posted.

On joining their new assignment, the above Officers shall send their CTC/Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

G. S. Potekar, Director & ex officio Joint Secretary (Accounts).

Panaji, 4th May, 2012.

Order

No. DA/Admn/45-2/12-13/TR-334/17

On the recommendation of the D.P.C. as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/1(1)/2010/445 dated 28-03-2012, Government is pleased to promote Shri Anand V. Salgaonkar (PH), Assistant Accounts Officer under Common Accounts Cadre to the post of Accounts Officer/Dy. Director of Accounts (Group 'A' Gazetted) in the Pay Band PB—3, ₹ 15,600-39,100 plus Grade Pay of ₹ 5,400/- on officiating basis against the vacancy of Shri B. R. Kamat, Assistant Accounts Officer, whose recommendations are kept in sealed

cover with effect from the date of taking over the charge of the post.

Government is further pleased to order the posting and transfer of Shri Anand V. Salgaonkar, Accounts Officer/Dy. Director of Accounts on promotion in the Directorate of Accounts, Panaji, Goa.

The newly promoted Officer shall be on probation for a period of two years. They should exercise an option for fixation of pay under F.R.22(I)(a)(1) within one month from the date of promotion.

Further, Shri Salgaonkar shall continue to hold the additional charge of the post of Assistant Accounts Officer in the office of the Directorate of Accounts, Panaji, in addition to his own duties until further orders.

On joining their new assignment, the Officer shall send CTC/Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

G. S. Potekar, Director & ex officio Joint Secretary (Accounts).

Panaji, 4th May, 2012.

Order

No. DA/Admn/45-2/12-13/TR-335/18

On the recommendation of the D.P. C. as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/1(1)/2010/445 dated 28-03-2012, Government is pleased to promote Shri Sanjay Prabhu, Assistant Accounts Officer under Common Accounts Cadre to the post of Accounts Officer/Dy. Director of Accounts (Group 'A' Gazetted) in the Pay Band PB—3 ₹ 15,600-39,100 plus Grade Pay of ₹ 5,400/- on regular basis with effect from the date of taking over the charge of the post.

Government is further pleased to order the posting and transfer of Shri Sanjay Prabhu, Accounts Officer/Dy. Director of Accounts on promotion in the Directorate of Small Savings and Lotteries, Panaji, Goa vice Shri Prakash Paushe, Accounts Officer/Dy. Director of Accounts is transferred and posted in Directorate of Accounts against vacant post.

The newly promoted Officer shall be on probation for a period of two years. He should exercise an option for fixation of pay under F.R.22(I)(a)(1) within one month from the date of promotion.

Further, Shri Prabhu shall continue to hold the additional charge of the post of Assistant Accounts Officer in the office of the Superintending Engineer, Circle-I, Electricity Department, Margao, Goa, in addition to his own duties until further orders.

On joining their new assignment, the Officer shall send CTC/Joining Report to this Directorate.

By order and in the name of the Governor of Goa.

G. S. Potekar, Director & ex officio Joint Secretary (Accounts).

Panaji, 4th May, 2012.

Department of Home

Home—General Division

Order

No. 11/463/90-HD(G)

Read: (1) Order No. 11/463/90-HD(G) dated 30-5-2006.

(2) Order No. 11/463/90-HD(G) dated 28-01-2010.

In supersession to earlier orders cited above, Government is pleased to reconstitute the Freedom Fighters Welfare Committee of the following Non-Official Members for considering the cases pertaining to the welfare of the Freedom Fighters under the Chairmanship of Hon'ble Chief Minister as indicated below:—

1. Hon'ble Chief Minister ... Chairman.

Official Members:

1. The Chief Secretary
2. The Finance Secretary
3. The Special Secretary ... Member Secretary.
(Home)/Under Secretary (Home)

Non-Official Members:

Sl. No.	Name	Address
1.	Shri Naguesh Karmali	Chimbel Chinchwada, Near Krishna Mandap, Ribandar-Goa.
2.	Shri Gurunath Kelekar	Kamat Bldg., Near Hari Mandir, Margao.
3.	Shri Alvaro Pereira	Aparna Bldg., Gr. Floor, Dr. Atmaram Borkar Road, Panaji.
4.	Shri Chandrakant V. S. Kenkre	Shiroda, Ponda-Goa.
5.	Shri Pandurang Kunkolikar	Shanti Nagar, Ponda-Goa.

This order will come in force with immediate effect.

The Non-Official members of the Committee shall be entitled for TA/DA at the rates prescribed for Grade I Officers whenever they are called by the Government for the purpose of the Committee meeting.

By order and in the name of the Governor of Goa.

N. M. Gad, Under Secretary (Home).

Porvorim, 18th May, 2012.

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Department of Labour

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Notification

24/13/2011-Lab/239

In exercise of the powers conferred by sub-section (1) of Section 13 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (Central Act 19 of 1952) (hereinafter referred to as the 'said Act'), the Government of Goa hereby appoints all the Provident Fund Officers and Enforcement Officers of the office of the Regional Provident Fund Commissioner, Goa, to be Inspectors for the whole of the State of Goa, for the purposes of the said Act, the Employees' Provident Fund Scheme, the Pension Scheme and the Insurance Scheme framed thereunder in relation to the establishments other than those specified in sub-clause (i) of clause (a) of Section 2 of the said Act.

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 9th May, 2012.

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Notification

No. 28/1/2012-LAB

The following Award passed by the Industrial Tribunal and Labour Court-II at Panaji-Goa on 16-03-2012 in reference No. IT/35/2008 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 15th May, 2012.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/35/2008

Shri Tilakram R. Chowdhary,
Flat No. G-7, Nadkarni Vihar,
Chimbel, Ilhas, Goa.

... Workman/Party I

V/s

Mr. Amyn De Souza,
M/s. Souza Sons Reality,
5th Floor, Mathias Plaza,
Panaji, Goa.

... Employer/Party II

Adv. Shri Suhas Naik for Workman/Party I.

Adv. Shri D. Naik for Employer/Party II.

AWARD

(Passed on 16th day of March, 2012)

By order dated 12-09-2008, the Government of Goa in exercise of powers conferred by Section 10 (1) (d) of the Industrial Disputes Act, 1947 (for short the Act), has refereed the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Souza Sons Reality, Panaji, in terminating the services of Shri Tilakram R. Chowdhary, Office Assistant-cum-Watchman, with effect from 28-02-2006, is legal and justified?

(2) If not, what relief the Workman is entitled to?

2. On receipt of the reference, IT/35/2008 was registered. Notices were issued to both parties, pursuant to which Lnd. Adv. Shri Suhas Naik put in his appearance on behalf of Party I and Lnd. Adv. Shri D. Naik put in his appearance for Party II. On 12-12-2008 Lnd. Adv. for Party I filed the statement of claim which is at Exb. 6 and on 23-3-2009 Lnd. Adv. for Party II filed the written statement which is at Exb. 7. Party I then filed the rejoinder at Exb. 9.

3. It is in short the case of Party I in his statement of claim that he was employed with Party II as "Office Assistant-cum-Watchman" since the year January, 1996 onwards till his illegal termination by Party II w.e.f. 28-02-2006. He has stated that he was doing all the office work such as cleaning, sweeping the office premises, arranging the files, delivering the files to various customers and clients of Party II, visiting banks for deposit of

cheques and withdrawal of money, delivering letters for various offices and customers of Party II and he was also doing the work of watchman and was keeping a strict vigil and check of the entire premises of the office of the employer. It is stated that Party I was paid a salary of ₹ 5,000/- per month and on 14-12-2004 Party II had issued him a certificate stating that he was working with Party II for last 20 years in the capacity of Office Assistant-cum-Watchman and drawing a salary of ₹ 5000/- per month. It is stated that suddenly on 28-2-2006 the partner Mr. Aryn D'Souza informed him orally that his services stood terminated at closing hours on 28-2-2006 and he should not report for work and no work was available for him in future. It is stated that such action of Party II is illegal, unjustified, bad in law and amounts to violation of Section 25-F of The Industrial Disputes Act. It is therefore prayed by Party I to hold that the action of Party II in terminating his services w.e.f. 28-02-2006 as illegal, unjustified and bad in law and to reinstate Party I back in service with full back wages and continuity in service.

4. In the written statement at Exb. 7 Party II has raised the preliminary objections such as that the Party I is not a Workman u/s 2(s) of the Act; that Party II is not an Industry u/s 2(j) of the Act; that the nature of relief sought by Party I is founded on a cause of action purportedly arising from an act committed solely by Party I and hence the claim statement is liable to be dismissed in limine; that the claim statement is bound to be defeated for non-joinder of necessary parties and that the claim statement deserves to be dismissed since Party I has not furnished the list of documents and the list of witnesses as mandated under the Act. It is also stated by Party II that Party I has abandoned the personal services rendered to the proprietor of Party II; that there are no employees engaged by Party II for doing work of marginal nature and there is nothing like organized labour engaged with Party II. It is stated that Party I was engaged as Security Guard at the residence of Proprietor of Party II, which is private and personal employment and is no way related to the business of Party II. It is stated that the certificate was issued to Party I on the request of Party I for the sole purpose of producing it to the financial institution for obtaining house loan, on the humanitarian ground.

5. Party I then filed rejoinder at Exb. 9 denying the averments in the written statement of Party II.

6. On the basis of averments of both the parties the issues were framed and the same are at Exb. 10.

7. Records reveal that Party I did not step into the witness box despite grant of several opportunities and therefore the evidence of Party I was closed on 2-12-12. Even Party II did not lead evidence but filed the application at Exb. 14 stating that since Party I failed to discharge the burden of proving the issues Nos. 1 and 2. Party II is not required to lead any evidence on its behalf and that the case be dismissed for want of evidence.

8. Arguments were heard.

9. I have gone through the records of the case and have duly considered the arguments advanced. I am reproducing herewith the issues alongwith the findings and the reasons thereof.

Issues	Findings
1. Whether the Party I proves that he was employed by the Party II as an office assistant-cum-watchman?	In the negative.
2. Whether the Party I proves that Party II had orally terminated his services w.e.f. 28-02-2006?	In the negative.
3. Whether the Party II proves that it is not an Industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947?	In the negative.
4. Whether the Party II proves that the Party I was engaged as a Security Guard at the residence of its Proprietor?	In the negative.
5. Whether the Party II proves that the Party I had abandoned the services?	In the negative.
6. What Order?	As per Award.

Reasons

10. All the above issues are answered together for the sake of convenience since neither of the parties have adduced evidence and thus they require no discussion on merits.

11. As pointed out above, Party I has failed to prove issues No. 1 and 2 and therefore has not discharged the burden cast on him. It is held by the Hon'ble High Court of Allahabad in the judgment in **V. K. Raj Industries v/s Labour Court (I) and others 1981 (29) FLR, 194** as under:

"The proceedings before the Industrial Court are judicial in nature, even though the Indian Evidence Act does not apply to the proceedings but the principle underlying the said Act is applicable to the proceedings before the Industrial Court. In a judicial proceeding if no evidence is produced the Party challenging the validity of the order must fail. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the Court must fail."

It is also observed in this judgment that if the Workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the Workman and he would not be entitled to any relief.

12. As mentioned by me supra, the dispute was referred by the State Government at the instance of Workman/Party I and therefore the burden was on him to prove that the action of Party II in terminating his services w.e.f. 28-2-2006 was illegal and unjustified. However, the Workman neither appeared in person before this Court nor led evidence as a result of which there is no evidence before me to hold that the action of Party II in terminating his services was illegal and unjustified. In the absence of any evidence, it would not be proper and justified to hold that the above action of Party II is illegal. This being the position of law, the aspect whether the Party II has led evidence or not gains no significance. In such circumstances, I have no other option than to hold that the action of Party II in terminating the services of Party I w.e.f. 28-2-2006 is legal and justified. Hence my findings.

13. In the result and on account of discussion aforesaid, I pass the following:

ORDER

It is hereby held that the action of the management of M/s. Souza Sons Reality, Panaji, in terminating the services of Shri Tilakram R. Chowdhary w.e.f. 28-02-2006 is legal and justified.

No order as to costs.

Inform the Government accordingly.

Sd/-
(Bimba K. Thaly),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court-I.

Notification

No. 28/1/2012-LAB

The following Award passed by the Industrial Tribunal and Labour Court-I at Panaji-Goa on 18-11-2012 in reference No. IT/15/1996 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 15th May, 2012.

IN THE INDUSTRIAL TRIBUNAL-CUM- -LABOUR COURT AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/15/1996

Workmen rep. by
The President,
All Goa General Employees Union,
Vasco-da-Gama, Goa. ... Workmen/Party I

V/s

M/s. Cosme Mathias Menezes,
Group of Companies,
Bethora, Ponda, Goa.

Namely:

- (1) Cosme Analytical and ... Employer/Party II
Central Services.
- (2) Wallace Pharmaceuticals
Limited.
- (3) Beirsdorf India Ltd.
- (4) Colflex Laboratories (I) Ltd.
- (5) CFL Pharmaceuticals
Limited.
- (6) Menezes Pharmaceuticals.
- (7) Menezes Chemicals (Goa)
Pvt. Ltd.
- (8) PGM Pharmaceuticals
Pvt. Ltd.
- (9) M/s. Brown Medical India
Limited.

Workman/Party I represented by Adv. Shri P. J. Kamat.
Employer/Party II (1) - Absent.
Employer/Party II (2) represented by Adv. Shri S. M. Singhbal.
Employer/Party II (3, 4 and 5) represented by Adv. Shri G. K. Sardessai.
Employer/Party II (6, 7, 8 and 9) - Ex-parte.

AWARD

(Passed on this 18th day of November, 2011)

By order dated 25-3-1996, the Government of Goa had called upon this Tribunal to adjudicate upon the dispute specified in the schedule. By order dated 29-8-1996, the Government of Goa amended the reference dated 25-3-1996 and further by order dated 3-4-1998, the Government of Goa amended the reference dated 28-8-1996. The dispute this Tribunal is required to decide as per this reference is as under:

- "(a) Whether the demands raised by the All Goa General Employees Union (C.I.T.U.) Vasco-da-Gama, Goa before the management of the Menezes Group of Companies, namely (1) Cosme Analytical and Central Services (2) Wallace Pharmaceuticals Limited (3) Beirsdorf India Ltd. (4) Colflex Laboratories (I) Ltd. (5) CFL Pharmaceuticals Limited (6) Menezes Pharmaceuticals (7) Menezes Chemicals (Goa) Pvt. Ltd. (8) PGM Pharmaceuticals Pvt Ltd. and M/s. Brown Medical India Limited as per the Union's letter dated 27-8-1994 incorporating the Charter of Demands as listed in the schedule appended hereto are fair, legal and justified?
- (b) If no, to what relief the Workmen are entitled?"

The demands raised by the Party I are as under:

- I. (a) The present pay scale should be revised as per 'A'.
- (b) It is demanded that all the workers presently employed should be given a rise in basis as below:

0-3 years	₹ 475/-
3-9 years	₹ 525/-
9-15 years	₹ 575/-
15-21 Years	₹ 625/-
21 and above	₹ 675/-

The above rise should be given in their basic pay with effect from 1-9-1994 and fitted in scale of Annexure 'A'.

II. F.D.A.:

- (a) All the workers should be given a rise of ₹ 300/- per month as Fixed Dearness Allowance with effect from 1-9-1994.

V.D.A.:

- b) It is demanded that Variable Dearness Allowance should be revised to ₹ 3.50 per

point beyond AICPT 900 (1960=100) with effect from 1-9-1994.

III. T.A.:

- a) Union demand that for the each worker should be given Travelling Allowance of ₹ 400/- per month. It is further demanded that with increase in T.A. as per Government schedule, the value of T.A. should be increased.
- b) Free transport from bus stand to factory should be provided.

IV. Seniority Increment:

The Union demands that all the workers should be given the Seniority Increment as mentioned below:

Service upto 3 years	— One increment.
Service from 3 to 7 years	— Two increments.
Service from 7 to 12 years	— Three increments.
Service from 12 to 18 years	— Four increments.
Service from 18 to 25 years	— Five increments.
Service 25 years above	— Six increments.

V. Leave:

It is demanded that all the workers should be given increased leave as follows:

- (i) Casual Leave — 15 days/year.
- (ii) Sick Leave — 15 days/year (Worker under ESI)
And those who are out of E.S.I. should be granted 25 days sick leave per year.
- (iii) Privilege leave — One day for every 8 days worked or 37 days/year.

VI. Canteen Subsidy:

We hereby demand that the company should provide 75% subsidy on meal and snacks by keeping canteen allowance of ₹ 6/- per day as it is.

VII. Holidays:

It is demanded that all the workers should be given 15 paid holidays and 3 restricted holidays per calendar year.

VIII. Domicillary Treatment Reimbursement Allowance:

The Union demands that the DIA should be paid at the revised rate of ₹ 200/- per month. This allowance is for those who are covered under E.S.I.S. as well as those who are out of E.S.I.S.

IX. Sickness and Medical Benefit:

- a) If any worker is on prolonged sickness or has to undergo major operation, the company should bear the entire expenses.
- b) If a worker who met in accident while on duty, the company should bear full medical expenses and leave facilities should be given.
- c) Those workers who are not covered under the E.S.I.S. and getting medical benefit at the rate of ₹ 960/- per year at present should be entitled to get ₹ 2,500/- per year.

X. Daily Wage Worker:

- a) The Union demands that those workers who have been given more than six (6) break should be confirmed.
- b) It is demanded that the daily wage of all the temporary workers be revised upward and their daily wage should be at the rate of ₹ 80/- per day worked. It is further demanded that the temporary worker should be entitled to a V.D.A. and Canteen Allowance as per the practice of confirmed worker.

XI. Education Allowance:

Union demands that all the workers should be paid Educational Allowance at the revised rate of ₹ 250/- per month per worker in order to meet educational expense for their family and children.

XII. House Rent Allowance:

It is demanded that all the workers should get H.R.A. at revised rate of 25% of gross wage.

XIII. Leave Travel Allowance:

It is demanded that every worker should be paid Leave Travelling Allowance ₹ 3,500/- per year.

XIV. Ex-Gratia:

It is true that the company is well settled. The company should pay to the workers 20% Ex-gratia on gross wage.

XV. Shift Allowance:

It is demanded that the worker who have to work in shift other than general shift, shift allowance should be paid at the increased rate of ₹ 15/- per shift work and shift award should be ₹ 15/-.

XVI. Officiating Allowance:

The Union demanded that the Officiating Allowance should be paid at the revised rate mentioned below:

(1) The workers from

IV Grade work on place of special Grade Worker	₹ 15/-
IV Grade work on place of I Grade Worker	₹ 13/-
IV Grade work on place of II Grade Worker	₹ 12/-
IV Grade work on place of III Grade Worker	₹ 10/-
III Grade work on place of special Grade Worker	₹ 14/-
III Grade work on place of I Grade Worker	₹ 12/-
III Grade work on place of II Grade Worker	₹ 11/-
II Grade work on place of special Grade Worker.	₹ 13/-
II Grade work on place of I Grade Worker	₹ 11/-
I Grade work on place of special Grade Worker	₹ 12/-

XVII. Loan:

- a) It is demanded that the workers be granted interest free loan equivalent to 10 months salary for marriage, for house repair or to purchase household things.
- b) It is demanded that concession and installment and concession facility should be given while purchasing goods from CMM Show-room.

XVIII. Festival Advance:

All the workers should be granted festival advance of ₹ 2,500/- for one festival during a calendar year. It may be for any common festival.

XIX. Upgradation Annual Performance Review:

- a) The present practice from settlement of Annual Review of promotion of employees from A to B grade should be continued. The promotion should be for worker who have completed 7 years of service in one grade. There should not be any other condition to get it.
- b) The worker who have been fitted in 'B' grade and worker who have been completed 5 years of service continuously in B Grade should be promoted (upgraded) in their nearest upper grade. The promotion should be implemented every year.

- c) The operator who work in 1st Grade continuously for a period of 6 years should be directly fitted in special grade. Other procedure of promotion for special grade also should be continued.
- d) Promotion for worker in all grades should be done from time to time.

XX. Enconvenient Environment Benefit:

- a) The Union demands that all workers be paid an environment allowance of ₹ 300/- per month with effect from 1-9-1994 as the workers are constantly subjected to chemical environment which shortens the life e.g. Chemical Department, Process Coating unit etc.
- b) Safety
The Company should provide safety equipment from time to time.
- c) All the workers should get rain wears.

XXI. Sports:

- a) It is demanded that sports activities should be introduced in full swing to all the workers of this complex.
- b) The Union reserve the right to add or delete any clause of the charter of demands during the negotiations.
- c) The demands effect from 1-9-1994 and the period of the settlement should be 3 years.

ANNEXURE-A

- IV- A 850-60-1270-70-1830-80-80-2230
B 900-65-1355-75-1955-85-2380
- III- A 950-70-140-80-2080-90-2530
B 1000-75-1525-85-2205-95-2680
- II- A 1150-80-1710-90-2430-100-2930
B 1200-85-1795-95-2555-105-3080
- I- A 1250-90-1880-100-2680-110-3230
B 1300-95-1965-105-2805-115-3380

Special Grade - 1400-110-2170-115-3090-120-3690

2. The Party I Union has claimed that the Party is engaged in manufacturing pharmaceuticals cosmetics and other products. The Party I claims that it has been representing the Workmen of the Party II since last several years. It has entered in to settlements, raised disputes and espoused the cause of the employees of the Party II company by various means.

3. The Party I has claimed that by communication dated 4-7-1994, it had informed the Party II

that the settlement dated 28-3-1992 shall stand terminated and a fresh Charter of Demand would be submitted in due course. The said Charter of Demand was submitted vide communication dated 27-8-1994. Despite receipt of the letter dated 4-7-1994 and 27-8-1994, the Party II did not initiate any discussion. Hence, by letters dated 13-2-1995 and 27-2-1995, the Party I called upon the Labour Commissioner to intervene in the matter. The Party I has claimed that instead of negotiating the Party II displayed a notice notifying that it had entered into settlement dated 28-2-1995 with Gomantak Mazdoor Sangh. The said notice required the Workmen to sign an undertaking in Form-A attached to the settlement. In terms of the said undertaking every Workmen was required to consent to the deductions of substantial amounts from the dues payable to them towards donations. The Party I claims that the payment of arrears was made conditional as to induce the Workmen to become members of Gomantak Mazdoor Sangh.

4. The Party I claims that it was not a party to the settlement dated 28-2-1995. The Party I has alleged that the settlement signed with Gomantak Mazdoor Sangh is not a conciliation settlement and is not binding on the Party I. The Party I has claimed that the Party II is in sound financial position and is making huge profits. The Party I has claimed that the demands raised by it are legal and justified.

5. The Party II has stated that though the earlier settlements were signed by the Party I, subsequently it lost majority status and Gomantak Mazdoor Sabha has been recognized as a sole bargaining agent. The Party II has claimed that the Gomantak Mazdoor Sabha which is a majority Union had terminated the previous settlement and submitted a Charter of Demand. The Party II negotiated with the majority Union but no understanding was arrived at and this led to raising of an Industrial Dispute. The matter was referred for conciliation. The Party II has claimed that at the instance of and with the intervention of the Conciliation Officer, settlement under Section 12(3) of the Act was arrived at. By notice dated 4-3-1995, the Workmen of the Party II company were informed that the benefits of the said settlement would be extended to all the employees who would give consent letter and authorize deductions towards the donation as contemplated under the clause of the settlement. The Party II has claimed that the settlement dated 28-2-1998, being a settlement in conciliation under Section 12(3) of Industrial Dispute Act, is binding on all the employees of the Company. The Party II has stated that the clause of

the said settlement dealing with deduction towards union contribution/fund, is neither a compulsory extraction nor it is tax. It is stated that the said clause is neither improper, impermissible nor illegal. The Party II has claimed that the reference is not maintainable and that the Party I is not entitled for any relief.

6. Based on the aforesaid pleadings following issues were framed:

1. Whether the Party I proves that the demands raised by it against the Party II vide letter dated 28-8-1994 are legal and justified?
2. Whether the Party II proves that the reference made by the Government is not maintainable?
3. Whether the Party II proves that the settlement dated 28-2-95 is a conciliation settlement and the same is binding on the Party I?
4. Whether the Party I is entitled to any relief?
5. What Award?

7. Shri Nilkant Fadte, General Secretary of Party I Union has filed his affidavit in evidence at Exb. 87. He has deposed that during the pendency of the reference, the Party II has implemented the settlement dated 28-3-1995 in part and had withheld certain amounts from the arrears payable to the seventy-seven Workmen. The witness has deposed that the Party I has no objections if the settlement is extended in full and the balance which is withheld is paid to the workers. He has produced the settlement dated 28-3-1995 at Exb. 88.

8. The statement of this witness clearly indicates that the Party I has agreed to settle the dispute in terms of the settlement dated 28-3-1995. It may be mentioned that the Party II (iii, iv, v) and Party II (II) have also filed applications at Exb. 80, 81, 83 and 85, whereby they have prayed to pass an award in terms of the settlement dated 28-3-1995. The other parties i.e. Party II (I, VI, VII, VIII and IX) have not contested the proceedings. This being the case I have no reason to decline the prayer of the Party I and Party II (ii, iii, iv and v) to draw an award in terms of settlement dated 28-3-1995.

Hence, I pass the following order:

ORDER

The dispute referred to this Tribunal is settled as per the settlement dated 28-3-1995. The terms of settlement are as under:

Terms and Conditions of the Settlement

1. Applicability:

The terms and conditions of this settlement except clause 18 and 19 are applicable to all permanent employees who are on the rolls of the company as on 1st September, 1994.

2. Period of Settlement:

Both the parties agree that this settlement shall be in force for a period of three (3) years and six (6) months beginning from 1st September, 1994 and ending on 28th February, 1998 and shall continue to be in force unless terminated by either party in accordance with the provisions of law.

3. Wage Revision-Pay Scale:

It is mutually agreed by and between the parties to revise the existing grades as follows:

GRADE – I

A - 900-32-1060-37-1245-44-1465-49-1955-54
B - 950-37-1135-42-1345-47-1580-52-2100-60.

Electrician, Skilled Machine Operator, Chief Packer, Tablet Coater-cum-Machine Operator, Skilled Carpenter, Boiler Attendant-cum-Electrician/Wireman, Fitter-cum-Boiler, Attendant, Air-Conditioning Operator/Wireman, Operator-cum-Mechanic, Skilled Lab-Assistant, Skilled Mechanic.

GRADE – II

A - 830-27-965-29-1110-33-1275-38-1655-43
B - 870-2-9-1015-32-1175-37-1360-42-1780-47.

Assistant Chief Packer, Machine Operator, Driver, Painter, Spray Painter, Lab Assistant, Boiler Operator, Carpenter, Fitter, Plumber, Electrician, Wireman, Mechanic, Team Leader, Process Operator, Utility Technician, Plumber-cum-Welder, Head Guard.

GRADE - III

A - 775-23-890-25-1015-29-1160-34-1500-39
B - 800-25-925-27-1060-31-1215-36-1575-41.

Packer, Helper, Lab. Assistant, Animal House Attendant, Screen Printer, Canteen Cook, Watchman.

GRADE - IV

A - 720-18-810-20-910-22-1020-28-1300-34
B - 750-20-850-22-960-25-1085-30-1385-35.

Sweeper and General Attendant.

GRADE - SPECIAL

1000-40-1200-45-1425-50-1675-55-2225-65

The cluster of complex machines such as:

- i) Change over and setting, operating and maintenance of Handyplast Machines.
- ii) Change over and setting, operating and maintenance of Blister Packing Machine.
- iii) Coating of tablets and minor maintenance/adjustment of Coating Pans.
- iv) In Engineering Division any of the Trades i.e. electrician, mechanics, carpenters and others who carry out a mix of below mentioned operations effectively and efficiently, will be placed in this grade - i.e. Boiler Operations, Pump Operations, Generators Operations, Effluent Treatment Plant Operations, Chilling Plant Operations.

The promotions to this grade is not automatic, if a Workman works on the said machines and mix of operations. The management will declare the vacancies and promote a Workman depending upon seniority and consistent work performance, work behaviour and work attendance, as assessed by the management.

It is further agreed between the parties that creation of Special Grade and clustering the above machines in this grade does not mean that Workmen in other lower grades will not operate these machines. They will continue to operate these machines as being done hitherto without any additional benefits.

All other conditions applicable to these grades vide the settlement dated 13-07-1988 shall remain unaltered and for the benefit of reference the said conditions are reproduced herebelow:

- i) All "A" grades are substantive grades.
- ii) All "B" grades are promotional grades.
- iii) Movement from one substantive grade to the other substantive grade will be on the basis currently in force against declared vacancies and not automatic.
- iv) Movement from Grade "A" to Grade "B" is linked with work performance, work-attendance, work behaviour, as assessed by the management on the basis of formal performance appraisal system.
- v) The above designations are illustrative and not exhaustive.

Flat Rise and Fitment:

It is mutually agreed that the permanent Workmen who are on the Muster Rolls of the

Companies/Firms as on 1st September, 1994, will be entitled to a Flat Rise as follows:-

- i) Those confirmed Workmen who are in Grade IV (A&B) shall be entitled to a Flat Rise of ₹ 150/- in their respective basic salaries in their grades.
- ii) Those confirmed Workmen who are in Grade III (A&B) shall be entitled to a Flat Rise of ₹ 175/- in their respective basic salaries in their grades.
- iii) Those confirmed Workmen who are in Grade II (A&B) shall be entitled to a Flat Rise of ₹ 200/- in their respective basic salaries in their grades.
- iv) Those confirmed Workmen who are in Grade I (A&B) shall be entitled to a Flat Rise of ₹ 250/- in their respective basic salaries in their grades.
- v) Those confirmed employees who are in Grade Special shall be entitled to a Flat Rise of ₹ 300/- in their respective basic salaries in their grades.

Fitment:

After the addition of Flat Rise as specified above, if the resultant amount does not fit into the step of the revised pay scale, it will be brought up to the nearest higher step in the grade.

Service Increment:

It was mutually agreed that all those confirmed permanent Workmen on the Muster Roll of the companies/firms as on 01-09-1994 will be entitled to Service Increments as mentioned below:

- i) Permanent Workmen who have not completed 3 years of service in Grade IV and above as on 01-09-1994 will not be entitled to any service increment.
- ii) All such Workmen who have completed 3 years of service and more but have not completed 10 years as on 01-09-1994 will be entitled to one increment in their respective grades.
- iii) All such Workmen who have completed 10 years of service and more but have not completed 18 years as on 01-09-1994 will be entitled to two increments in their respective grades.
- iv) All such Workmen who have completed 18 years of service and more as on 01-09-1994 will be entitled to three increments in their respective grades.

The new revised basic wage of the permanent Workmen as on 01-09-1994 will be arrived at after adding the Flat Rise Fitment and Service Increment as mentioned above.

Annual Performance Review

The present procedure shall continue.

4. Dearness Allowance:

i) Seniority Fixed Dearness Allowance:

It is mutually agreed between the parties that the permanent Workmen in Grade IV and above and who were on rolls of the company as on 01-09-1994 shall be entitled to Seniority Fixed Dearness Allowance of ₹ 200/- p.m. effective from 01-09-1994.

ii) Fixed Dearness Allowance:

It is mutually agreed that the permanent Workmen shall be entitled to Fixed Dearness Allowance of ₹ 1,247/- per month at AICPI 1306 effective from 01-09-1994.

iii) Variable Dearness Allowance:

It is mutually agreed by and between the parties that with effect from 01-09-1994 the payments of Variable Dearness Allowance to every employee shall be at the rate of ₹ 2/- per point rise/fall over and above AICPI 1306 (1960=100).

The computation of VDA shall be as per the present practice.

5. House Rent Allowance:

It is mutually agreed by and between the parties that present system of House Rent Allowance at the rate of 18% of basic of the Workmen shall continue.

6. Transport Subsidy:

It is mutually agreed by and between the parties that with effect from 1-9-1994, all permanent Workmen shall be entitled to the Transport Subsidy of ₹ 200/- per month which will be deducted pro-rata for unauthorized absence and Leave without pay.

It is further agreed between the parties that effective 01-03-1997 the above Transport Subsidy shall be revised upwards to ₹ 275/- p.m.

7. Canteen Subsidy:

It is mutually agreed that with effect from 01-09-1994, all Workmen covered under this Settlement will be entitled to Canteen Subsidy of ₹ 7/- per day attended.

It is expressly agreed between the parties that the Union will not raise the issue of subsidy or running of the canteen by management in future.

All other provisions not spelt out here and as mentioned in the settlement dated 13-07-1988 and 21-03-1992 shall remain unaltered.

8. Education Allowance:

It is mutually agreed by and between the parties that all the permanent Workmen will be entitled to Education Allowance of ₹ 150/- per month with effect from 1-9-1994 which will be deducted pro-rata for unauthorized absence and leave without pay.

9. Domiciliary Treatment Allowance:

It is mutually agreed by and between the parties that all the permanent Workmen covered by this settlement will be entitled to a monthly Domiciliary Treatment Allowance of ₹ 95/- p.m. which will be deducted pro-rata for unauthorized absence and/or leave without pay.

10. Shift Allowance and Special Award:

It is mutually agreed that all permanent Workmen will be entitled to a Shift Allowance of ₹ 4/- per day worker for the Second Shift instead of ₹ 3/-. It is also agreed that Shift Award, being a goodwill amount is not negotiable and there will be no change in Shift Awards quantum of ₹ 9/- paid at present. All other provisions spelt out in this regard in settlement dated 21-3-1992 shall remain unaltered.

11. Leave Travel Assistance:

- i) A Workmen shall be eligible for LTA only if he has completed one year of service and in terms of the current rules for claiming LTA.
- ii) LTA will be payable only if the Workman proceed on authorized PL of a minimum period of 6 days specifically for this purpose and not against adjusted PL.
- iii) LTA will be paid on calendar year basis for convenience and proper accounting.
- iv) LTA will not be payable if a Workmen ceases to be in the service of the company on resignation. However, those Workmen who have put more than 6 months in that calendar year, and who retires/and or expires will be entitled for LTA on a special case.
- v) LTA will not be considered for payment or calculation of Overtime, Gratuity, Bonus, ESI contribution or any other allowances.

12. Medical Benefits/ESI Scheme:

It is mutually agreed by and between the parties that the confirmed employees who are not covered under ESI Scheme shall continue to get ₹ 960/- per annum with effect from 1-9-1994. Effective from 1-4-1975 non-ESI Workmen will reimburse ₹ 1,100/- per annum. In case the employees are covered under the ESI Scheme, in future such employees will continue to get only ₹ 260/- per annum instead of ₹ 1,100/- per annum. Other conditions remain the same and will be in the rules which are in force at present.

13. Leave:**(a) Privilege Leave:**

There will be no change in the quantum of Privilege Leave which at present is worked out on the basis of one day for every 12 days worked subject to the rules and provisions of the Factories Act. However, it has been agreed that such of the Workmen who put in 260 days of attendance or more in a calendar year will get 2 days additional Privilege Leave. The accumulation of Privilege Leave shall remain unaltered.

(b) Sick Leave:

It is mutually agreed by and between the parties that Sick Leave will be as follows:

- i) Workmen covered under ESI will be entitled to 9 days sick leave.
- ii) Workmen who are out of ESI will be entitled to 15 days Sick Leave.
- iii) Sick Leave is accumulable upto 3 years entitlement.
- iv) Sick leave can be encashed over and above 25 days.

(c) Casual Leave:

It is mutually agreed that there will be no change in the quantum of Casual Leave of 7 days per annum present practice of encashment will continue.

14. Sports:

It was explained that sports is an activity that concerns the entire workforce at the Ponda Complex regardless of the category and the Union which they belong. Common facilities will be created by the Management as and when possible.

15. Ambulance:

It is agreed by the management to make necessary arrangement for ambulance.

16. Paid Holidays:

All Workmen will be eligible for nine common holidays in a year and two restricted holidays. The 9 holidays will be common for Workmen and staff. In the event there is a disagreement in respect of common holidays, the management's discretion and decision will be final. The procedure for enjoyment of Restricted Holidays will be as at present.

17. Festival Advance:

The present practice of granting Festival Advance upto ₹ 1,200/- once a year per employee which will be deducted in eight monthly installments succeeding the month in which the advance has been paid shall continue.

18. Officiating Allowance:

It is mutually agreed by and between the parties that if the Workmen working in a lower grade is asked to work on a substantive grade, he will be paid Officiating Allowance for each of the day he has officiated in the higher grade as follows:

Grade	Officiating Allowance per day worked
IV to III	₹ 2/-
III to II	₹ 2.50/-
II to I	₹ 3/-

19. Entry Point Emolument:

If and when a Workmen is recruited on probation against a vacancy he will be eligible for the emoluments as detailed below:

- a) Basic ₹ 500/-
- b) FDA ₹ 746/-
- c) HRA ₹ 100/-
- d) Canteen Subsidy ₹ 6/- per day worked (the clause mentioned in Canteen Subsidy for permanent Workmen will be applicable).
- e) DTA ₹ 45/- p.m.
- f) Transport Subsidy ₹ 130/- p.m.
- g) He will be eligible for VDA as per clause 4 (iii) of the settlement.

- i) He will continue to receive annual increment of ₹ 15/ per year.
- ii) He will continue to operate in the above manner for the period of 3 years from the date of appointment, confirmation and only after the completion of 3 years of his service he will be absorbed in the regular lowest grade structure.

18. Temporaries:

Daily wages for temporary Workmen. It is mutually agreed between the parties that the applicable daily wages for temporary Workmen will be w.e.f. 1-9-1994 as follows in slabs based on the date of first reporting.

A) The Workmen who are on temporary pay rolls of the company as on 31-8-1994 shall be paid as follows:

- i) Daily wage of ₹ 30/- per day worked.
- ii) Canteen Subsidy of ₹ 6/- per day worked (the clause mentioned in Canteen Subsidy for permanent Workmen will be applicable).
- iii) Transport Subsidy will be ₹ 7/- per day worked.

B) The Workmen who are on temporary pay rolls of the company as on 01-09-94 and later shall be paid as follows:

- i) Daily Wage of ₹ 23/- per day worked.
- ii) Canteen Subsidy of ₹ 5/- per day worked (the clause mentioned in Canteen Subsidy for permanent Workmen will be applicable).
- iii) Transport Subsidy will be ₹ 6/- per day worked.

19. Confirmation of Temporary Workmen:

It was mutually agreed that the current practice of recruiting temporary Workmen to the permanent positions exclusively on the basis of declared vacancies by the management from time to time will continue.

20. Rainwear:

It is mutually agreed that the issue of rainwear is need based and therefore, the current practice will continue. However, if there should be any case where the Union feels there is a need to provide rainwear to a Workman the cases should be brought up for discussion with the departmental heads and resolved.

21. Working Environment:

It was explained that the Pharmaceuticals Industry provides excellent working environment and working conditions. However, the management will ensure conducive working environment to its employees, in accordance with the provisions of law and other industry practices.

22. Loans:

The management expresses it's inability to extend any kind of help to the Workmen on this account.

Note:

Transport Subsidy, Sundry Allowance, Education Allowance, Medical Allowance, Shift Allowance shall not be taken into account for calculating indirect benefits like Provident Fund, Overtime, Gratuity, Bonus, etc. leave encashment etc.

General Clauses:

This settlement is in full and final settlement of all the demands raised by the Union and Workmen in their Charter of Demands dated 10-7-1994.

1) Benefits under this settlement shall apply to all the permanent Workmen who are on the rolls of the Company as on 1-9-1994 and continue to be in the employment till the date of signing of the settlement, provided each one of the Workmen gives an undertaking as per Annexure A.

All the Workmen who avail the benefits arising out of this settlement shall pay the donation to the union as mentioned hereinbelow:

Workmen of Grade IV A & B	: ₹ 850/-
Grade III A & B	: ₹ 950/-
Grade II A & B	: ₹ 1,050/-
Grade I A & B	: ₹ 1,250/-

And the company shall deduct the above mentioned amount of donation from the arrears payable to the Workmen and pay the same by Cheque to "Gomantak Mazdoor Sangh".

2) The management has handed over a list of restrictive practices adopted by Workmen and areas of improvement in production. Ideally, it should have been discussed and resolved before signing the settlement. But in view of the sentimental values of the Union as well as Workmen to sign the settlement by 28-02-1995, both parties have decided to take up the discussion afterwards and conclude it to the mutual satisfaction of both the parties before disbursement of the arrears arising out of this settlement.

3) The union and the Workmen individually and jointly, agree not to raise or pursue any dispute in respect of any demand whether specifically covered or not pressed or withdrawn in this settlement and further agrees not to raise or pursue any demand involving financial burden or otherwise on the company directly or indirectly during the subsistence of the settlement except such ones may involve specific implementation of this settlement.

It is agreed that the existing facility, benefits, privileges and other conditions of the services

which are presently enjoined by the Workmen will remain unchanged.

It is agreed by and between the parties to resolve the difference if any through mutual discussions and constitutional means without resorting to any discreet actions such as strike, go slow, lockout or unfair labour practice etc.

4) It is also mutually agreed by and between the parties that other terms and conditions which are not covered by this settlement shall remain unaltered.

5) It is mutually agreed that it is in the common interest of the management, union and the Workmen that the company should retain its competitive status, earning capacity and this can be achieved through greater operational efficiency, productivity and reduction of wastage.

Towards this, the union agrees to co-operate with the management at all times in the implementation of all measures that may be introduced by the management by change or modifications in work flow, work planning, work simplification and procedures, new machinery and equipment for improving current output and by identifying unnecessary work cutting down such work as may be deemed necessary by the management.

In view of the above, it is mutually agreed by and between the parties that as agreed to in the past settlements, discussions, and the transfer of Workmen from one section/department/unit/factory to another in the group in the complex as per work exigencies will take place.

6) It is mutually agreed that such changes shall be carried out without consequent changes in the complement of existing personnel, without resorting to man to man replacement. However, the management assures the Union that any changes technological or otherwise will not entail retrenchment of permanent Workmen.

7) Both the parties agree that in case of any individual/groups grievances, efforts will be made by both the parties for resolution of the same by mutual discussions without either party resorting to any unilateral action including that of no work stoppage until the grievances are discussed. In this effort, a meeting between the management representatives and Union representatives will be conducted as required. It is also agreed between the parties that in the event they are not able to arrive at a mutually acceptable solution, both the parties will follow constitutional and legally established machinery of the settlement of such disputes.

8) The union and the Workmen agree to maintain industrial peace and harmony during the subsistence of the settlement and shall not resort to any direct action during the subsistence of the settlement and shall take recourse to the machinery provided under the provisions of Industrial Disputes Act, 1947.

9) The arrears arising out of the settlement shall be paid within two months from the date of signing of the settlement.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal
Labour Court-I.

Notification

No. 28/1/2012-LAB

The following award passed by the Industrial Tribunal and Labour Court-I, at Panaji-Goa on 22-11-2011 in reference No. IT/04/2007 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 17th May, 2012.

IN THE INDUSTRIAL TRIBUNAL-CUM- -LABOUR COURT AT PANAJI, GOA

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/04/2007

Workmen,
Rep. by the General Secretary,
Gomantak Mazdoor Sangh,
Shetye Sankul,
3rd Floor, Tisk,
Ponda, Goa.

... Workmen/Party I

V/s

M/s. Hindustan Lever Ltd.,
Kundaim Industrial Estate,
Kundaim, Ponda-Goa.

... Employer/Party II

AWARD

(Passed on this 22nd day of November, 2011)

By order dated 24-2-2006, the Government of Goa in exercise of powers conferred by clause (d)

of sub-section (1) of Section 10 of the Industrial Disputes Act, has referred the following dispute for adjudication.

“(1) Whether the following demands raised by the General Secretary, Gomantak Mazdoor Sangh, vide letter dated 19-9-2004 before the management of M/s. Hindustan Lever Limited, Industrial Estate, Kundaim, Goa, are legal and justified?

CHARTER OF DEMANDS:

Demand No. 1: Grades

W-1: 2050-75-2425-100-2925-125-3550-150-4300-175-5175-200-6175.

W-2: 2150-100-2650-125-3275-150-4025-175-4900-200-5900-225-2025.

Demand No. 2: Flat-Rise

It is demanded that all the Workmen shall be given a Flat-rise at the rate of Rs. 1,850/- and the same shall be added to the existing basic pay and thereafter fitted in the revised pay scale in the higher stage.

Demand No. 3: Seniority Increments

It is demanded that the Workmen should be given Seniority Increments as mentioned below:

Service upto 3 years : One Increment.

Service from 3 years : Two Increments.
to 5 years

Service from 5 years : Three Increments.
to 7 years

Service from 7 years : Four Increments.
and above

Demand No. 4: Variable Dearness Allowance

It is demanded that the Variable Dearness Allowance shall be paid at the revised rate of Rs. 4/- per point rise beyond 1770 points (1960=100). The computation of Variable Dearness Allowance shall be made quarterly, based on the average consumer price index of the preceding quarter. The amount of Variable Dearness Allowance upto 1770 points shall be merged in the basic.

Demand No. 5: House Rent Allowance

It is demanded that an amount of Rs. 2,000/- should be added to the existing House Rent Allowance, as the cost of accommodation is very high in Goa being a tourist State.

Demand No. 6: Children Education Allowance

It is demanded that the Children Education Allowance shall be paid at the rate of Rs. 750/- per month.

Demand No. 7: Conveyance Allowance

It is demanded that all Workmen shall be paid Conveyance Allowance at the rate of Rs. 950/- per month.

Demand No. 8: Transport Facility

It is demanded that free Transport Facility should be provided to those Workmen who are presently not provided with this facility. The details of routes shall be given at the time of negotiations.

Demand No. 9: Paid Holidays

It is demanded that all the Workmen shall be granted Paid Holidays at the rate of 16 days per year.

Demand No. 10: Leave

It is demanded that all the workmen should be given leave on the following basis:-

- (A) *Earned Leave*: The Workmen should be given earned leave at the rate of 35 days per year with accumulation upto 120 days and leave shall be allowed to be taken 10 times in a year.
- (B) *Casual Leave*: The Workmen should be given Casual Leave at the rate of 15 days per year with encashment facility.
- (C) *Sick Leave*: Those Workmen who are covered under ESIC shall be given Sick Leave at the rate of 15 days per year. Those workmen who are outside the purview of ESIC shall be granted 25 days Sick Leave per year and accumulation upto 60 days.

Demand No. 11: Leave Travel Assistance

It is demanded that Leave Travel Assistant should be paid at the revised rate of Rs. 6,000/- per annum with minimum of four days earned leave. The amount shall be paid one week before the commencement of the leave.

Demand No. 12: Medical Reimbursement

It is demanded that all the medical expenses incurred by the Workmen shall be reimbursed and an amount of Rs. 3,500/- per year shall be paid as medical allowance to meet the medical expenses of the family.

Demand No. 13: Loan

It is demanded that interest free Loan of Rs. 2,00,000/- should be granted for house repair

and construction of house. And Rs. 50,000/- towards the purchase of scooter, house hold articles or towards marriage expenditure of self or his/her family member etc.

Demand No. 14: Yearly Gifts

It is demanded that Workmen should be given yearly gifts of minimum of Rs. 2,000/- per year for Ganesh Festival.

Demand No. 15: Festival Allowance

It is demanded that all the Workmen shall be Granted Festival Allowance once in a year at the time of Festival of Rs. 3,000/- each to meet the additional expenses incurred by Workmen for such festival.

Demand No. 16: Payment of gratuity

It is demanded that all the Workmen who have worked for more than 5 years shall be paid Gratuity at the rate of 30 days wages per year of service.

Demand No. 17: Employment next to Kin

It is demanded that the kin of the Workmen who died or retired shall be given employment in the Company.

Demand No. 18: Bonus/Ex. Gratia

It is demanded that all the workers shall be paid Bonus/Ex Gratia at the rate of 30% of gross wages, every year before Diwali.

Demand No. 19: Canteen Subsidy

It is demanded that all the Workmen shall be paid Canteen Subsidy at the rate of Rs. 750/- per month.

Demand No. 20: Shift-Allowance

It is demanded that all the Workmen who works in shifts shall be paid Shift Allowance at the rate of Rs. 25/- per day if worked in the second shift and Rs. 35/- per day if worked in the third shift.

Demand No. 21: Washing Allowance

It is demanded that all the Workmen shall be paid Washing Allowance at the rate of Rs. 450/- per month.

Demand No. 22: Fixed Dearness Allowance

It is demanded that the existing Fixed Dearness Allowance should be revised to Rs. 1,550/- per month.

Demand No. 23: Death Relief Scheme

It is demanded that the existing Death Relief Scheme should be revised as follows:

- (1) Towards funeral expenses Rs. 10,000/-

- (2) Solatium Rs. 1,50,000/-.

Demand No. 24: Compensatory Allowance

It is demanded that those Workmen who are working in the 3rd shift are asked to work in the 2nd shift, such Workmen shall be paid Compensatory Allowance at the rate of one day additional wages as Compensatory Allowance and if the Workmen are asked to work in the first shift after working in the second shift, such Workmen shall be paid half day wages as Compensatory Allowance for the days worked.

Demand No. 25: Total Productive Maintenance Allowance

It is demanded that all the Workmen shall be paid Total Productive Maintenance allowance at the rate of Rs. 500/- per month.

Demand No. 26

Union reserves the right to amend, add and delete any demand during the time of negotiation.

- (3) If not, what relief the Workmen are entitled to?"

2. On receipt of the reference, IT/4/2007 was registered. Notices were issued to both parties. The Party I has filed its claim statement at Exb. 4 and the Party II has filed its written statement at Exb. 5. The rejoinder of the Party I is at Exb. 6.

3. The case of the Party I is that it had submitted a charter of demand dated 19-9-2004. Despite several meetings, the parties could not arrive at any agreement even after the expiry of the previous settlement on 31-12-2004, hence, vide letter dated 9-5-2005 the Party I raised an Industrial Dispute. During the conciliation proceedings the Party II stated that it had entered into an settlement under Section 2 (p) with Kamgarocho Ekvott. The Party I has stated that the said settlement is against the interest of the Workmen, The Party I has further stated that the demands raised are just and fair and in the interest of the Workmen, The Party I has further stated that the Party II is in sound financial position to meet the said demands.

4. The Party II has claimed that the reference is vague and ambiguous and it has further claimed that the dispute referred by the Government is not an Industrial Dispute. The Party II has also challenged the locus standi of the Party I/Union to espouse the dispute on behalf of the Workmen. The Party II has stated that the settlement dated 29-4-2005 is just and fair and is binding on the Workmen represented by the Party I/Union. The Party II has stated that the demands raised by the

Party I are not just and fair and that the said workers are not entitled for any relief.

5. Based on the aforesaid pleadings following issues were framed:

1. Whether the dispute referred for adjudication is an Industrial Dispute?
2. Whether the reference is vague and ambiguous?
3. Whether the Gomantak Mazdoor Sangh has local standi to espouse dispute on behalf of the Workmen?
4. Whether settlement dated 29-4-2005 is binding on the Workmen?
5. Does the Gomantak Mazdoor Sangh prove that the demands raised by it on behalf of the Workmen under letter dated 19-9-2004 before management of Party II are legal and justified?
6. Whether the Workmen/Party I, are entitled to reliefs as prayed for?
7. What Award?

6. It may be mentioned here that during the pendency of the proceedings attempts were made to settle the matter amicably. With consent of both parties Shri Sharad Chodnekar was appointed as a mediator. The mediator has succeeded in settling the matter amicably as per the terms signed by the representatives of both parties. The said terms which are at Exb. 58 are acceptable to both parties and in my opinion are in the interest of the Workmen.

Hence, the award is drawn as per the terms which are as under:

1. Form H

MEMORANDUM OF SETTLEMENT

Under Section 18(1) and 12(3) of the Industrial Disputes Act, 1947 read with Section 2(p) of the Industrial Disputes Act, 1947.

Name of Parties

EMPLOYER:

Management of Goa Undertaking of Hindustan Unilever Limited,

Plot Nos. 128-139 & 324-326, Kundaim Industrial Estate, Kundaim, Goa (hereinafter referred to as "the Management").

EMPLOYEES: Workmen in the employment of the Goa Undertaking of Hindustan Unilever Limited at its above address (hereinafter referred to as "the Workmen") represented by Gomantak Mazdoor

Sangh Union, Goa (Reg. No. 186) herein referred to as "the Union".

REPRESENTING EMPLOYER

Mr. Satish Yelamanchili
Plant Manager
Ms. Saumya Moorthy
Commercial Manager

Ms. Mallika Mutreja
HR Manager

Mr. Rudra Pratap
Manufacturing Manager

Mr. Parw Sharma
Engineering Manager

Mr. Gurudas Phadte
Sr. Production Executive

Mr. Salil Bellekar
Sr. Production Executive

Mr. Vishnu Naik
HR Executive
Mr. Vishwanath Dalvi
HR Executive
Ms. Neha Bhale
HR Executive

REPRESENTING WORKMEN

Mr. Putu Gaonkar
General Secretary
Mr. Balmukund Bhonsle
President- Local
Committee

Mr. Siddharth Naik
Secretary - Local
Committee

Mr. Krishna Desai
Treasurer - Local
Committee

Mr. Rajesh Haibatii
Joint Secretary -
Local Committee

Mr. Nilesh Kamulkar
Executive Committee
Member

Mr. Rajesh Jaiswal
Executive Committee
Member

SHORT RECITAL OF THE CASE WHEREAS:

1. Whereas, Hindustan Unilever Limited is engaged in the manufacture of Toilet Soap, DFA and Soap Noodles at Plot Nos. 128 - 139 & 324-326 Kundaim Industrial Estate, Kundaim - 403115, Goa (hereinafter referred to as Goa Undertaking).

2. And whereas, in the past, the terms and conditions of service of the Workmen at the above mentioned Goa Undertaking were governed by appointment and confirmation letters, the terms of which will continue to remain unaltered. This settlement also takes into account the benefits given to the Majority Union (Kamgaranchho Ekvott Union) under the Long Term Settlement dated 29th April, 2005 and extends all such benefits to the signatories of this settlement.

3. The Gomantak Mazdoor Sangh (GMS) submitted a letter dated 05th February, 2004 giving names of new office bearers duly elected in the General Body Meeting of Union held on 26th January, 2004.

As the Long Term Settlement dated 22-2-2001 signed between Hindustan Lever Limited (now

Hindustan Unilever Limited) and the All Goa General Employees' Union (CITU) expired on 31-12-2004, the employees of Hindustan Lever Limited (now Hindustan Unilever Limited), Goa represented by their majority Union the Gomantak Mazdoor Sangh (GMS), submitted their charter of Demands under cover of their letter dated 19-9-2004 requesting the management to consider their demands and arrive at a mutually acceptable settlement. The management acknowledging the same, submitted vide letter dated 26th October, 2004, the basic requirements necessary from the Union and its members to keep Goa Factory in a Healthy state in years to come.

The Gomantak Mazdoor Sangh (GMS) called for a General Body Meeting of its Members on 11th February, 2005. During the course of the meeting majority of its members broke away from Gomantak Mazdoor Sangh and decided to become the members of Kamgarancho Ekvott, Gurudatt Building, 3rd Floor, Dada Vaidya Road, Panaji, Goa having Reg. No. 360 under the Presidentship of Mr. Subhas Naik Jorge. The Kamgarancho Ekvott submitted a letter dated 11-02-2005 giving names of new office bearers duly elected in the General Body Meeting of Union held on 11-02-2005 and also a signed list of its members.

Since the newly formed Union Kamgarancho Ekvott had an overwhelming support of the majority of employees, the management called the said union for negotiations in respect of the pending long term wage settlement. Union's Charter of Demand was again taken up for negotiations between the representatives of the management of Hindustan Lever Limited (now Hindustan Unilever Limited).

Following these discussions between the parties commencing in December, 2004 with Gomantak Mazdoor Sangh and ending with the final negotiations with Kamgarancho Ekvott, an amicable settlement was arrived at on 29-04-2005 at Goa with Kamgarancho Ekvott the Union having the majority support of the employees.

Gomantak Mazdoor Sangh Union had subsequently submitted a letter dated 12-08-2005 which mentioned that the Union had full authorization and powers to negotiate, arrive at an agreement with the management and sign settlement in respect of the demands and all connected matters on behalf of all the Workmen in the undertaking.

4. In the meanwhile Gomantak Mazdoor Sangh Union raised the issue of its charter of demands before the Conciliation Officer (Assistant Labour

Commissioner) vide letter dated 09-05-2005. The management also filed its detailed reply alongwith its basic requirements vide letter dated 16-06-2005.

5. Various rounds of joint discussions were held on 13-05-2005, 31-5-2005, 20-06-2005, and on other dates in the presence of the Conciliation Officer. The matter of Union's and Management's Charter of Demand before the Conciliation Officer (Assistant Labour Commissioner) was recorded as a failure on 08-07-2005, the report of which was sent on 20-09-2005. Further, joint meetings were convened by the Labour Commissioner vide letter dated 08-11-2005. The failure report was referred to the Industrial Tribunal by Government Order No. 28/28/2005-LAB/128 on 24-02-2006. During the pendency of the reference, the Union filed an application for interim relief of Rs. 3,500. The Industrial Tribunal vide its Interim award dated 11-12-2007 in the reference No. IT/04/2007, notified by State Government vide notification dated 04-01-2008 granted an amount of average Rs. 2,500/- per month as interim relief to be paid from the date of application 23-08-2007. The Company vide Writ Petition No. 265 of 2008 challenged the said order in the High Court of Bombay at Goa. The award dated 11-12-2007 passed by the Industrial Tribunal in IT/4/2007 was modified to an amount of an average Rs. 2,000/- by the High Court by order dated 01-08-2008 in Writ Petition No. 265 of 2008. The Gomantak Mazdoor Sangh later filed a second application for further interim relief of Rs. 3,500/- in the Industrial Tribunal on 04-02-2010. On the behest of the Industrial Tribunal, mediation proceedings were held in March, 2011. The Presiding Officer of the Industrial Tribunal convened joint meetings in her chambers from June, 2011 to September, 2011 post which joint meetings were convened in the presence of a mediator appointed by the Court in the month of September, 2011. In the meanwhile, the settlement dated 29-04-2005 expired on 31-03-2009. As a new long term settlement could not be arrived at with the majority Union Kamgarancho Ekvott, the terms and conditions of the settlement dated 29-04-2005 continue to be applicable.

6. On the advice of the Presiding Officer of the Industrial Tribunal in the reference number IT/4/2007, both parties agreed to resume the bilateral discussions. Bilateral discussions resumed between the GMS Union and the management in the month of October, 2011. The said charters and the Management Charter of Demands submitted to the Majority Union on 5-12-2008 were discussed in various meetings held on several occasions

between October and November, 2011 and during said meetings, the charter of demands of Workmen and management, offers and counter offers regarding terms and conditions on which wage revisions can be made alongwith systems, productivity, acts of indiscipline and TPM (Total Productive Maintenance) upon which Workmen had to agree were discussed and after protracted deliberations, the following settlement has been arrived at as a "package deal".

7. And whereas the management has explained that the dynamic business scenario requires complete flexibility in manufacturing and manpower, need based deployment of workforce, multi-skilling and training for optimal utilizations of all resources including production facilities and labours in particular. It is expected that the competition will further intensify and therefore this will call for frequent changeovers, development of new products, variants and introduction of new technologies, working procedures, better manufacturing practices and such other tools to enable the management to face the challenges of the market place.

8. And whereas the management has further explained that in order to have a viable, cost effective market driven operation and in the interest of long term health and viability of this undertaking it is essential to enhance man and machine productivity on all fronts, improve practices on the shop floor, to bring flexibility of deployment of labour i.e. between grades, between production lines, between departments and improve productivity through improved standards and better information systems and mechanization/ /computerization on an on-going basis. The management will provide necessary information and support to the Workmen in this regard and the Workmen have wholeheartedly committed to participate in the processes and changes in ways of working or other systems, procedures, product lines, etc. that may be called for in achieving the above objectives.

9. Both the parties have discussed the current issues of viability and factors threatening the very existence of the Unit. The parties have agreed to co-operate wholeheartedly with each other to mitigate all the factors affecting the viability of the continuing existence of the Goa Undertaking. The management looks forward to sustain and improvise on the existing work culture with increased involvement and deep sense of commitment. The entire economy in the country is going through a challenging phase especially, Fast

moving consumer goods being manufactured by the undertaking is facing stiff competition. Apart from this, the cost of raw material and other direct and indirect costs are increasing rapidly.

10. It is also clear that without the wholehearted co-operation of the workmen, mitigating all the factors and making the undertaking cost competitive is a huge task and will require various measures to bring down the fixed and variable cost at the Goa Undertaking.

11. And whereas the parties have reached the settlement with a view to achieve cost cuts and efficiency improvement, maximize productivity, improve discipline and reduce cost, promote work culture, sustain the health of the organization, maintain harmonious Industrial relations and further the mutual trust between the management and the Workmen.

12. It is further understood that the Goa Undertaking operates in a liberalized economy and in an environment where technological upgradations and changes in infrastructure and financial environment can significantly affect the viability of the Goa Undertaking versus those with which it competes for orders for manufactured goods.

13. The Goa Undertaking will need to deal with all the above changes if it has to keep pace with the changing environment and changing demands of efficiency placed on undertakings that manufacture low margin products.

14. Both parties realize and affirm that achieving ongoing viability of the factory is of greatest importance and criticality. Both parties agree that they will explore any and all measures, to mitigate the threat to viability. Both parties further agree that humanitarian consideration shall prevail at all times in resolving such measures.

15. The management has been disbursing an average of Rs. 2,000/- per month interim relief as per the Award dated 11-12-2007 in the reference No. IT/04/2007 from 23-08-2007 till 31-10-2011. Both parties hereby agree to broadly settle in line with the terms of the settlement dated 29-04-2005 between Kamgarancha Ekvott Union and Hindustan Lever Limited (now Hindustan Unilever Limited). The employees who were party to the reference No. IT/04/2007 will be given the wage increases given in the settlement dated 29-04-2005 in Basic Pay, Allowances, Safety Award, Quality Award and Production Incentive.

16. Both the parties hereby agree that this settlement fully and finally settles all the items of

the charter of demands submitted by the management dated 26-10-2004 and 5-12-2008 and by the GMS Union on 19-9-2004 and also any other matters pending as well as other items raised by the Union during the negotiation process as also all matters raised by the Union and pending in any judicial or quasi judicial forums, including the reference in Industrial Tribunal, reference No. IT/04/2007. It was agreed that this agreement is in full & final settlement of all the demands of the Unions and the Unions and its Workmen shall not raise any demands whatsoever during the tenure of this settlement. The quantum and the spread-over of the benefits payable under this settlement were worked out to the mutual satisfaction of both the parties. The settlement has been arrived at as a package deal in which no part is severable from any other, and that any dispute arising there from as to its contents or interpretation of terms contained herein shall be dealt with in this context only. That this basis and consideration shall always clinch and decide any industrial dispute arising between the parties till the end of the period of this settlement.

NOW, THEREFORE THIS AGREEMENT WITNESSETH AND it is hereby agreed by and between the parties that the terms and conditions of service for the Workmen in the management will henceforth be governed by the terms as mentioned in Parts A to C of this settlement hereinbelow, of which no part is severable from others. All such terms and conditions of service not covered expressly mentioned in this settlement, will continue to be guided by the past settlements practices, certified standing orders and letter of appointment and confirmation letter.

TERMS OF SETTLEMENT

1. APPLICABILITY:

This settlement covers and applies to all Permanent Workmen in the direct employment of the Goa Undertaking and on its rolls as on 01-11-2011 and all future Workmen taken on the rolls of the Goa Undertaking with effect from the date, such future Workmen are taken on the rolls and provided they expressly accept the terms and conditions mentioned hereinbelow.

It is agreed that the benefits arising out of the various clauses of this settlement will be effective from 01-11-2011, unless specifically mentioned otherwise in any clause of this settlement. Notwithstanding anything inconsistent therewith contained in any provision/s herein, no benefit

flowing from this settlement shall apply, extend or otherwise accrue:

- a) To a person, who is no longer in the employment of the undertaking on 01-11-2011.
- b) In respect of the period of any apprenticeship/traineeship, stipendiary or otherwise and to any person in respect of the period such person has been employed as a contract Workmen, temporary, casual or fixed term contract Workman of any sort, and that such persons would be governed by the terms of the contract/letter of temporary or fixed term engagement signed with them.
- c) Any other Workman or group of Workmen who is otherwise not entitled to the benefits of this settlement.

2. PURPOSE AND INTENT

In view of the globalization of economy leading to a competitive environment, the Union and the management recognize the need to consistently improve quality, productivity, production, flexibility and cost reduction process besides improving harmonious industrial relations and industrial peace through an orderly process of mutual gain bargaining which is an essence of this settlement.

3. RESPONSIBILITIES OF THE PARTIES

a) The Management, the Union and the Workmen agree to resolve all issues by peaceful bipartite negotiations. Should such negotiations fail for any reason, both the parties shall seek the assistance of legal machinery provided under the law and will not resort to coercive practices or any other form of agitation for their short term gains.

b) The Union/Workmen shall not make any demand during the operative period of this settlement such as wages, dearness allowance, other allowances etc. or any other demands which may impose any direct or indirect financial burden on the Company.

c) The Union shall co-operate with the management and support all the processes for improving the discipline by the Workmen on the premises of the Goa Undertaking.

d) This settlement has been negotiated by the parties keeping in mind that for this unit to remain cost competitive to maintain its viability, it has to be extremely flexible in servicing the customers demand that are ever changing and also the unit will have to be ready for price drops and consumer promotions which are a huge drain on the margins of the manufacturers and hence the viability of the

manufacturing units. This settlement attempts to foster industrial peace and harmony through an orderly process of mutual gains bargaining. Both the parties agree to honour and abide by the principles met out in this settlement in letter and spirit.

4. WORK PRACTICES

The Union and the Workmen agree that constant improvement in quality and increased productivity being the essence of this settlement, the Workmen agree to maintain industrial peace, harmony for all the time and to follow the provisions of this settlement in letter and spirit. The Union and the Workmen also agree to support the initiatives of the management to improve the quality, productivity and production keeping in mind, the present and future competition in the domestic and the global market.

PART - 'A'

1. The Workmen and the Union agree that they will give their wholehearted and unqualified co-operation to the management in the implementation of its plans for expansion, modernization, mechanization, rationalization of manpower and processes and computerization of its operations at the Goa Undertaking and introduction of any product, technology or machinery as required by the business. Both parties agree that the dynamic market scenario requires complete flexibility in manufacturing and manpower, need based deployment of workforce multi-skilling and training for optimal utilization of all resources including production facilities and labour in particular.

2. The Workmen and the Union also specifically agree that they will give their wholehearted and unqualified co-operation to the management in the implementation of TPM and achievement of identified milestones thereof, as well as in the implementation of any other such initiatives (e.g ISO; TQM; Dupont Safety) and occupational health and safety initiatives at the Goa Undertaking.

3. The Workmen and the Union Representatives also specifically agree that they will give their wholehearted and unqualified co-operation to the management in the implementation of Quality Circles, TPM, Kaizen, Jishu Hozen, JQIT. Small Group Activities, ISO, Dupont system job safety etc. and the achievement of identified milestones thereof, as well as in the implementation of any other such initiative at the undertaking and the Workmen further agree that the Workmen will have no objection and will wholeheartedly support and

carry out all such system changes, improvements of whatsoever nature as may be required pursuant to what is stated in this paragraph. The Workmen have been explained and are in the know of all the above mentioned initiatives.

4. The Union and the Workmen further agree to continue their wholehearted co-operation with the management in maintaining discipline, as also in raising productivity, and production and quality of the products of the Goa Undertaking (current as well as new ones, if any, in their different packs and packaging). It is expected that the competition will further intensify and call for frequent changeovers, development of new products, variants and introduction of new technologies, working procedures, better manufacturing practices and such other tools to enable the management to face the challenges of the market place.

5. The workmen, in particular, agree that they shall, by raising their productivity, reducing wastages, improving the safety and quality performance every month quality for the Incentive Earnings provided for in clauses (18 to 20) of Part 'B' hereinbelow and Annexures "A", "B", "C" appended hereto, and will strive to achieve full productivity and production in all the operations of the Goa Undertaking and further achieve higher productivity and production in both existing and new operations

6. The Union and Workmen also agree that depending upon the exigencies of work as decided by the management, the Workmen will continue the existing practice of the Workman being asked to work in any of the departments/sections/operations of the Company, and that each one of them will do such work as is assigned to him at any point of time by his superior/s. The parties further agree that in the competitive environment, it is necessary to have flexibility at work place and in order to have such flexibility, the Workmen will have no objection to introduce changes within statutory limits in areas such as hours of work, rest intervals, leave with wages, and holidays.

7. The Union and the Workmen also jointly and severally agree that during the period of effect of this settlement neither they nor any of them shall do anything or cause anything to be done, which could disrupt or inconvenience any of the operations of the company or could tarnish its image or the image of any of its products, in the public eye.

8. The Workmen, in particular, agree and undertake that during the entire and full period of

this settlement, they shall always strive to achieve maximum quality production, comply to safety principles of the Company and never to fail, on account of causes/factors attributable to any one of them, a performance level that is below 66% OEE and to ensure that the OEE level never drops till such time the OEE norm agreed above is revised by another settlement.

9. The Workmen and Management shall continue to honour and keep, except to any extent modified herein, any other commitment/s made by them in earlier settlements.

10. The Workmen also agree that depending upon the exigencies of work as decided by the Management, each one of them will do such work as is assigned to him at any point of time by the Management.

11. It is agreed by and between the parties that no term of this settlement would apply in any event to any temporary, contractual, casual or fixed term contract workman, engaged by the Management from time to time on account of business exigencies.

12. It is hereby agreed by and between the Management and the Workmen that:

- a) All other terms and conditions of service (particularly and including all those specified in the letters offering probation/confirmation, in the employment of the Company) not modified in this settlement shall continue unaltered, are reaffirmed, and they shall all be treated as an integral part of this settlement.
- b) It is agreed by the Union/Workmen that all remaining demands, including all their sub-demands wherever applicable and also the sub-demands of other demands not specifically mentioned herein are fully and finally settled as not pressed.
- c) In the event of any of the provisions of this settlement becoming legally invalid and/or unenforceable and/or superseded by any statute, award or agreement between the parties, such invalidity and unenforceability or such superseding shall not affect the remaining provisions of this settlement; and in such cases the principle or intent behind the clause which has got superseded or invalidated will be revisited through a minutes, provided that it is not inconsistent with the law of land.

13. The Workmen and the Union have agreed that in order to have a viable, cost effective market driven operation and in the interest of long term

health and viability of this Undertaking, it is essential to enhance productivity on all fronts, bring in flexibility in deployment of labour, improve productivity through improved standards and better information systems, create new jobs, enrich existing jobs, change existing functions etc. Both parties have discussed the current issues of viability and factors threatening the very existence of the Undertaking. The parties have agreed to co-operate wholeheartedly with each other to mitigate all the factors affecting viability of the continuing existence of the Goa Undertaking.

PART - 'B'

In consideration of and subject to the above, as also whatever is stated hereinafter, the Management agrees to make the following improvements in the terms and conditions of service of the permanent Workmen. It is expressly agreed between the parties that various parts of the settlement are a package deal and no part will be considered severable from others.

1. Basic wages

A. Scales of Pay:

With effect from 1st November, 2011, all the permanent Workmen of the factory who have signed and accepted this settlement dated 7th November, 2011 shall be eligible for annual increments on 1st April of each year as per the scale mentioned below subject to having fulfilled the criteria laid out hereinbelow.

Grade A: 950 - 95 - 1425 - 120 - 2025 - 145 - 2750 - 170 - 3600 - 195 - 4575 - 220 - 5675 - 245 - 6900 - 270 - 8545

Grade B: 775 - 75 - 1150 - 95 - 1625 - 115 - 2200 - 135 - 2875 - 155 - 3650 - 175 - 4525 - 195 - 5500

If a Workman reaches end of the scale during the pendency of the settlement, he/she will not be entitled for any automatic increment in the basic.

B. New grades:

In addition to the above grades of A & B with respective pay scales, the Management is pleased to introduce 2 new grades called A1 and A2 in this settlement. The four grade structure is being introduced with an intention to provide growth opportunities to the Workmen and at the same time to meet business requirements of increasing the skill and knowledge levels of Workmen. Upgradation/promotion to a higher grade will be purely on merit basis and upgradation/promotion shall be the sole discretion of the Management and

shall not be negotiable. The pay scale for the two new grades is given below:

Grade A1: 1400 - 140 - 2100 - 170 - 2950 - 200 - 3950 - 230 - 5100 - 260 - 6400 - 290 - 7850 - 320 - 9450

Grade A2: 1850 - 180 - 2750 - 220 - 3850 - 260 - 5150 - 300 - 6650 - 340 - 8350 - 380 - 10250 - 420 - 12350

C. Increase in Basic and Personal Pay:

With effect from 1st November, 2011, for all the Workmen who had not accepted the benefits under the settlement dated 29-04-2005 and were part of the Reference No. IT/04/2007, the Management has agreed, as a special case, without creating any precedent, to revise the existing basic pay and personal pay to ensure that there is parity of pay in the wage scale structure, taking into consideration the grade and the number of years of experience of these Workmen in the Company. All permanent Workmen who are on the rolls of the company as on 01-11-2011 shall be given an increase of Rs. 650/- p.m. in basic pay. Any additional amount which is not fitted into the scale will be termed as and adjusted in personal pay. Consequent to this increase the Workmen have been fitted into the revised pay scales mentioned above. This is a one time increase being given at the time of signing of this settlement and post this; the revised basic pay scale mentioned above will apply. Any additional amount which is not fitted into the scale will be termed as and adjusted in personal pay. As a one time increase being given at the time of signing of this settlement, all permanent Workmen who are on the rolls of the company as on 01-11-2011 shall receive one time increments as per the below mentioned table.

No. of years of service with HUL Goa as on 1-11-2011	No. of increments in basic pay
> = 10 years	2 increments
> = 5 years and < 10 years	1 increment

The increase in basic pay and the increment mentioned above is a one time increase being given at the time of signing of this settlement. Post this one time increase, employees will receive annual increments on 1st April of each year, as per existing practice, as per the revised basic scale mentioned above.

Consequent to the above mentioned one time increase in basic pay and personal pay there will be a revision in the basic and personal pay of the Workmen on the rolls of the company as on 01-11-2011.

2. Variable Dearness Allowance (VDA):

The existing VDA payment as per the settlement dated 29-04-2005 will continue to be followed. Where an allowance relates to any item in the consumption basket on which family expenditure is incurred, it has to be taken into account in deciding the total percentage of neutralization of the rise in the cost of living index based on the said basket. Any variation in the cost of living index will not be reflected in any of the allowances, except variable dearness allowance.

3. Fixed Dearness Allowance (FDA):

The Management agrees to pay Fixed Dearness Allowance of ₹ 375/- p.m. to all permanent Workmen/probationers.

On 1st November, 2013, FDA will be revised from ₹ 375/- per month to ₹ 619/- per month for all the permanent Workmen on the rolls of the company on 01-11-2013.

On 1st November, 2014, FDA will be revised from ₹ 619/- per month to Rs. 862/- per month for all the permanent Workmen on the rolls of the company on 01-11-2014.

FDA will be payable on a pro-rata basis for the days the permanent Workmen earn basic wages in a calendar month.

FDA will qualify for payment of Provident Fund, Bonus, Gratuity etc. as payable under law.

4. House Rent Allowance (HRA):

Revisions in HRA made in the settlement dated 29-04-2005 will be extended to the employees who were party to the reference No. IT/04/2007.

The existing House Rent Allowance is revised from ₹ 825/- per month to ₹ 1,325/- per month with effect from 1st November, 2011 to all permanent Workmen.

On 1st November, 2013, HRA will be revised from ₹ 1,325/- per month to ₹ 1,469/- per month for all the permanent Workmen on the rolls of the company on 01-11-2013.

On 1st November, 2014, HRA will be revised from ₹ 1,469/- per month to ₹ 1,613/- per month for all the permanent workmen on the rolls of the company on 01-11-2014.

HRA will be payable on a pro-rata basis for the days the permanent Workmen earn basic wages in the calendar month.

House Rent Allowance shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

5. Conveyance Allowance (CA):

With effect from 1 st November, 2011 Conveyance Allowance Rs. 420/- per month will be paid to all the permanent Workmen.

Conveyance Allowance will be payable on a pro-rata basis for the days the permanent Workmen earn basic wages in the calendar month.

Conveyance Allowance shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

6. Canteen Cash Subsidy Allowance (CCSA):

Revisions in CCSA made in the settlement dated 29-04-2005 will be extended to the employees who were party to the reference No. IT/04/2007.

With effect from 1st November, 2011, Canteen Cash Subsidy Allowance (CCSA) of Rs. 14/- per day of attendance will be given to Workmen towards subsidizing canteen expenses incurred by the Workmen from time to time.

The canteen will be run by the Workmen through a committee and eventually through a co-operative society. The Management will subsidize the cost to the extent of water, gas, electricity and provide for kitchen utensils. Management will support the co-operative society by suitably compensating the expenses actually incurred in administration of this canteen.

The items of food stuffs made internally will be priced on no-profit-no-loss basis, taking into account the prices of consumables (i.e. ingredients) only, bought out ready-mades will be priced at their purchase prices from time to time.

The item of foodstuffs would be sold against coupons and no credit facility shall be extended.

The prices of items provided at the canteen will be reviewed every quarter. The revised prices will be effective immediately from the following calendar month.

The Canteen Committee and subsequently the Co-operative Society will monitor the working of the canteen.

CCSA will be payable on a pro-rata basis for the days the permanent Workmen earn basic wages in the calendar month.

Canteen Cash Subsidy Allowance shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

7. City Compensatory Allowance (CCA):

City Compensatory Allowance (CCA), which was introduced in the settlement dated 29-04-2005, will also be extended to the employees who were party to the reference No. IT/04/2007.

With effect from 1st November, 2011 City Compensatory Allowance ₹ 115/- per month will be paid to all the permanent Workmen.

CCA will be payable on a pro-rata basis for the days the permanent Workmen earn basic wages in the calendar month.

CCA shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

8. Education Allowance (EA):

Revisions in Education Allowance made in the settlement dated 29-04-2005 will be extended to the employees who were party to the reference No. IT/04/2007.

With effect from 1st November, 2011 the Education Allowance will be revised as under:-

Grades EA per month

B From ₹ 255/- to ₹ 455/- per month

A From ₹ 280/- to ₹ 480/- per month

A1 ₹ 530/- per month

A2 ₹ 580/- per month

On 1st November, 2013, EA will be revised as under, for all the permanent Workmen on the rolls of the company on 01-11-2013.

Grades EA per month

B From ₹ 455/- to ₹ 597/- per month

A From ₹ 480/- to ₹ 622/- per month

A1 ₹ 672/- per month

A2 ₹ 722/- per month

On 1st November, 2014, EA will be revised as under for all the permanent Workmen on the rolls of the company on 01-11-2014

Grades EA per month.

B From ₹ 597/- to ₹ 739/- per month

A From ₹ 622/- to ₹ 764/- per month

A1 ₹ 814/- per month

A2 ₹ 864/- per month

EA will be payable on a pro-rata basis for the days the permanent Workmen earn basic wages in the calendar month.

Education Allowance shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

9. Washing Allowance (WA)

Revision in WA, made in the settlement dated 29-04-2005, will be extended to the employees who were party to the reference No. IT/04/2007.

With effect from 1st November, 2011 the existing Washing Allowance (WA) will be increased from ₹ 70/- per month to ₹ 132/- per month for all permanent Workmen.

WA will be payable on a pro-rata basis for the days the permanent Workmen earn basic wages in the calendar month.

Washing Allowances shall not rank for any other allowance like Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

10. Attendance Allowance (AA):

The existing AA payment will continue to be followed.

11. Monthly Attendance Scheme (MAS)

The management will introduce Monthly Attendance Scheme (MAS) from the month of signing of this settlement. MAS is being introduced to encourage consistent attendance each month.

a) All permanent Workmen shall qualify for this allowance subject to fulfilling the below mentioned criteria at the rates specified in the table below.

b) For the purpose of this scheme:

(i) A Workman who has earned wages for a minimum of 23 days in a month will be eligible to receive MAS for the month.

(ii) For purposes of (ii) above, 'Days wages earned' shall mean "days on which the Workman is physically present and all authorized leave and holidays" in that month.

c) Subject to the above, MAS will be payable at the following rates with effect from the month of signing of this settlement:

No. of paid days per month	Amount (₹) per month
> = 23 and <26	300
> = 26	345

d) This payment shall not attract any consequential benefits like PF, Gratuity, Bonus etc.

12. Shift Allowance and Shift Movement Allowance:

Revisions in Shift Allowance and Shift Movement Allowance made in the settlement dated 29-4-2005 will be extended to the employees who were party to the reference No. IT/04/2007.

With effect from 1st November, 2011, the shift allowance will be paid as given below:-

	Revised
General Shift	₹ 4/- per day
1st Shift	₹ 4/- per day
2nd Shift	₹ 8/- per day
3rd Shift	₹ 12/- per day

In addition to the above the shift movement allowance will be paid as given below:

₹ 95/- for the days the employees move from 3rd shift to 2nd shift and ₹ 75/- for the days the employees move from 2nd shift to 1st shift.

Shift Allowances shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

Shift Allowance will be paid on pro-rata basis only for the days the Workmen are physically present in the factory.

13. Leave Travel Allowance (LTA):

Revision in LTA, made in the settlement dated 29-04-2005, will be extended to the employees who were party to the reference No. IT/04/2007.

With effect from 1st November, 2011, Leave Travel Allowance payment is as mentioned below:

	Revised
Grade A	₹ 342/- p.m.
Grade B	₹ 292/- p.m.

LTA will be paid to permanent Workmen, subject to the following guidelines:

a) LTA will be paid once in a calendar year, provided the Workman actually proceeds on Earned Leave. LTA will not be paid against adjusted Earned Leave:

b) The LTA may be accumulated by a Workman at his/her discretion to the extent of his/her entitlement of two years after which period it will lapse.

- c) In case the Workman was away from duty/ /resigns from the employment/ceases to be in the employment of the Company for any reason whatsoever after having availed the LTA for a particular calendar year, proportionate deductions shall be made in regard to the recovery of such prepaid LTA on the same basis as computation of wages earned and privilege leave credited.
- d) LTA shall not be payable to a Workman who resigns/leaves the employment during the notice period.
- e) LTA is not wages and hence will not attract any consequential benefits such as Bonus, Provident Fund Contribution, Gratuity and any other benefits or remuneration of whatsoever nature.
- f) The eligibility of LTA will be available to the Workman who had been in continuous employment of the company for a minimum period of twelve months. As such he/she would be entitled to the payment of LTA proportionately in respect of his/her employment for the earlier calendar year.
- g) For the purpose of calculation of LTA Workmen joining the service on Permanent Roll of the Company between 1st to 15th day of the month will be considered as if joined from 1st of the month and Workmen joining the service on Permanent Roll of the Company between 16th to last day of the month will be considered as if joined from 1st of the next month in which he/ /she joins the service.
- h) The company shall deduct tax at source, if applicable, on the LTA paid to the workmen and the deductions if any, to which the workmen are entitled to may be claimed by them directly from the income tax authorities.
- i) In view of enhanced LTA the practice of conducting the Employees annual Get-together has been discontinued henceforth.

14. Medical Allowance (MA) & Coverage under ESIC:

With effect from 1st November, 2011 the medical allowance payable to Workmen is being revised to Rs. 300 per month.

For such of those Workmen who have gone out of E.S.I. coverage and as and when they go out of E.S.I. coverage, a sum of Rs. 300/- p.m. will be given in order to enable them to meet the medical expenses, as per the practice in settlement dated 29-04-2005.

Also they will continue to be covered by the existing medical insurance scheme for a maximum amount of Rs. 40,000/- per annum. This is a floater policy for four persons, including self, and hence the sum insured is the maximum allowable claim for the Workman and his family for one year. The cover can be taken under any one of the following categories:

Self + Spouse + 2 dependant children

Self + Spouse + 1 dependant child + 1 dependant parent

Self + Spouse + 2 dependant Parents

The details of the scheme shall be provided to the concerned non ESI Workmen separately for their information. If at any later date these Workmen come under the E.S.I. coverage the above amount of Rs. 300/- p.m. and the insurance cover will be automatically withdrawn.

Medical Allowance will be payable on a pro-rata basis for the days the permanent Workmen earn basic wages in the calendar month.

Medical Allowance shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

15. Good Service Allowance (GSA):

With effect from 1st November, 2011, a good service allowance will be paid to the worker at the rate of Rs. 20/- per year of service with the company. The number of completed years of service, from the date of confirmation, as on 1st April of the year will be considered as the No. of years of service for the purpose of Good Service Allowance to be paid from April of the current year to March of the next year (12 months). Employees who would have completed service in fraction of 6 or more months on 1st April will be rounded off to 1 year for the purpose of calculation of Good Service Allowance.

GSA will be payable on a pro-rata basis for the days the permanent Workmen earn basic wages in the calendar month. GSA shall not rank for any other allowance, Bonus or for any retirement benefit like Gratuity, Provident Fund etc.

16. Festival Advance (FA):

All the permanent Workmen of the company shall be entitled for Festival Advance either on the occasion of Ganesh Chaturthi or Christmas, during a calendar year. The amount of festival shall be Rs. 4000/-. Festival Advance shall be deducted in ten equal installments from the month following the month in which the Festival Advance was

availed by the Workmen. An employee will not be eligible for Festival Advance if he has more than 30 Loss of Pay days in the previous calendar year.

17. Death Relief Scheme (DRS):

It is agreed that if a Workmen dies either in normal course or on account of employment injury, his family (legal heir/PF nominee) will receive a sum of Rs. 2 lakhs from the Management. However, there will be no change in the workmen contribution. Management will pay ₹ 5,000/- towards funeral expenses. This ex-gratia will not be applicable in the case of suicide and for death arising out of and in course of employment. For death arising out of and in the course of employment in the Goa Establishment, Workmen will be eligible for compensation under the Workmen's Compensation Act, 1923 or Rs. 2 Lakhs whichever is higher and not both. It is further clarified that in the event Workmens Compensation is claimed or deemed payable the total amount payable by the company as above will be considered as a part satisfaction of the liability of the Company under the Workmen's Compensation Act.

All other existing terms and conditions would continue and there is no change on the same

18. Conditional Safety Award:

Conditional Safety Award, which was introduced in the settlement dated 29-04-2005, will also be extended to the employees who were party to the reference No. IT/04/2007.

Goa factory and the Workmen of Goa factory are committed to the Corporate Safety, Health and Environment Policies of the company. It is the duty of the every Workman to work in a safe manner so as not to endanger self and/or others. To provide a thrust to enhance safety consciousness in respect of Workmen and to ensure safety in the factory, the management agrees to modify the existing scheme of the settlement dated 29-04-2005 and the modified final safety award scheme is enumerated in Annexure "A" and payment shall be made to the permanent Workmen, provided they meet the criteria described in the Annexure "A".

19. Conditional Quality Award:

Conditional Quality Award, which was introduced in the settlement dated 29-04-2005, will also be extended to the employees who were party to the reference No. IT/04/2007.

Goa factory and the Workmen of Goa factory are committed to the Corporate Consumer Safety and

Quality Policy of the company, involvement of the Workmen towards their quality and consumer safety responsibilities is absolutely essential. The management agrees to modify the existing scheme of the settlement dated 29-04-2005 and the modified final quality award scheme is enumerated in Annexure "B" and payment shall be made to the permanent Workmen, provided they meet the criteria described in the Annexure "B".

20. Production incentive (FG, Noodles and DFA production):

Production Incentive, which was introduced in the settlement dated 29-04-2005 and amended vide minutes of meeting dated 08-09-2010, will also be extended to the employees who were party to the reference No. IT/04/2007.

The Union and Workmen wholeheartedly agree that it is important to improve productivity, quality, reduce wastages and be flexible in adopting new work methods to ensure continued viability of the Goa factory. The management agrees to revise the existing productivity incentive scheme of the settlement dated 29-04-2005 and amended vide minutes of meeting dated 08-09-2010, the modified final Productivity incentive scheme for FG, Noodles and DFA production is enumerated in Annexure "C" and payment shall be made to the permanent Workmen, provided they meet the criteria described in the Annexure "C".

21. Leave:

Grant of leave of any kind shall depend upon the exigencies of the establishment and shall be at the discretion of the management.

a) Earned Leave with wages (EL):

There is no change in the existing earned leave benefits and the EL will continue as per the previous settlement.

Earned Leave will accrue at the rate of 1 day for every 20 days of attendance as per the provisions of Factories Act, 1948 for the first 240 days of attendance. Thereafter it will accrue at the rate of 1 day for every 12 days worked on which they will have earned the full wage, subject to a maximum of 20 days Earned Leave in a calendar year.

Accumulation shall, however, be for a maximum period of 90 days instead of 60 days which is in practice as per the settlement dated 22-02-2001. Earned Leave can be availed for a minimum duration of not less than 4 days and

subject to maximum of 4 occasions in a calendar year as per Factories Act, 1948. However considering the merits of the individual cases the management may, at its sole discretion, grant Earned Leave for more than 4 occasions.

Earned Leave will be considered as due only on completion of one year service. Earned Leave shall be enjoyed at the time when it causes least inconvenience to the Company. The Workmen have to apply 7 days in advance of the actual date of commencement of the leave. However in emergency cases the Company may at its discretion waive this provision regarding advance notice of 7 days on merit of each case.

b) Encashment of Earned Leave:

Earned Leave can be encashed to the extent of 10 days in a calendar year subject to the condition that the Workman proceeds on leave for equal number of days of Earned Leave encashed. Encashment of Earned Leave will be restricted to only once in a calendar year.

c) Casual Leave:

All permanent Workmen shall be entitled to Casual Leave of 8 days in a calendar year. Unavailed Casual Leave at the end of the year shall be allowed to be added to Earned Leave of the subsequent year.

Casual Leave is granted only for emergencies or unforeseen circumstances at the discretion of the Management. Casual Leave cannot be prefixed and/or suffixed to any other leave. Casual Leave shall not be allowed to be availed for more than 3 days at a time.

Application for casual leave must be made in advance as far as possible indicating the reason for which the leave is required. Casual Leave will be granted to the Workmen by the Management depending on the work exigencies. Workmen are eligible to proportionate Casual Leave after confirmation. The probation period shall not be taken in account.

d) Sick Leave:

Workmen covered under ESIC scheme will be eligible to get 3 days sick leave in a calendar year on full pay. This leave can be accumulated for a period of 10 days with full pay.

The Workmen who are not covered by ESIC scheme will be eligible for 6 days sick leave on

full pay in a calendar year. This leave can be accumulated for a period of 30 days.

The Workmen who are covered under ESIC scheme and by virtue of their increase in total wages go out of the scheme will be considered as covered under ESIC scheme till the end of their benefit period and accordingly they will not be eligible for this sick leave. The Workmen will have to produce in support of their sickness proper Medical Certificate for sick leave for 3 days or more. Sick leave cannot be prefixed and/or suffixed to any other leave. Workmen are eligible to proportionate sick leave after confirmation. The probation period shall not be taken into account.

e) Maternity Leave:

Female Workmen not covered under ESIC scheme will be covered under the provisions of Maternity Benefit Act, 1961 and will be eligible to get benefit under the Act.

f) General:

All applications for leave should be made in writing in proper format to the department head and Workmen are required to collect leave slips from the department head as a token of communication of sanctioning or refusal of leave applied for.

22. Paid holidays:

There shall be no change in the existing provision of paid holidays. The Workmen will continue to be entitled for 9 paid holidays which includes festival and national holidays. It is agreed that in the event of a holiday being declared either by the Central Government or by the State Government or local administration on any count whatsoever, the Management will declare the said day as a holiday provided that it is agreed that the same will be adjusted against any other paid holiday in consultation with the Workmen/their representatives either in the same year or in the following year.

23. Biennial Settlement implementation reward:

It is agreed that all permanent Workmen who are on the **rolls of the Goa Undertaking as on the date of signing this settlement** and who have accepted this settlement will be paid Settlement implementation reward subject to the conditions being met as laid down hereinbelow, in two installments of Rs. 4800/- such that the **first installment** will become due for payment after **24**

months and the **second installment** will become due for payment after **48 months** from the date of signing this Settlement.

Conditions to be met for Workmen to qualify for settlement implementation reward.

- a) There should not be any loss of production due to any industrial action by the Unions, Workman individually or any group of Workmen during the sustenance of this settlement.
- b) The Workmen shall not engage in coercive means of agitations during the sustenance of the settlement.
- c) The Workmen will at all times fully participate in initiatives like total productivity management, Kaizen, and Health Safety and Environment. And in any other initiative which requires his participation for improvement of Quality, Productivity and Safety.

In the unfortunate event of a Workman expiring during the period of this settlement, then the Workman's nominee (legal heir) and in the event of any Workmen retiring during the pendency of this settlement, then the Workmen himself/herself will be paid this reward basis for the months the said Workman actually worked during the period of this settlement.

In the event of a workman having resigned/ /dismissed from the services of the UNDERTAKING, he will be disqualified from this reward.

If the Workman has been separated by the UNDERTAKING through a voluntary separation scheme (VRS), he/she shall be qualified to receive the payment under this reward on a pro-rata basis for the months he/she actually worked during the period of this settlement subject to his/her having met the set performance criteria.

In the event of the transfer of the Workmen to another unit, the Workmen will be entitled to pro-rate amount of the settlement implementation reward for the period that he was with the said unit, subject to his/her having met the set criteria.

If a Workman has been promoted to officer cadre, she would be qualified to obtain the pro-rate settlement implementation reward amount for the time he/she was part of the set of Workmen for whom this reward was floated subject to his/her having met the said criteria.

This is applicable in respect of all categories of Workmen who are covered through this settlement.

As regards probationers, they will be eligible for settlement implementation reward on the pro-rata basis from the period that they are confirmed in service.

PART 'C'

The Workmen, on their part, also agree as follows:

1. Bonus:

The management will pay bonus in accordance with the provisions of the Payment of Bonus Act, 1965 as amended from time to time.

Ex-gratia in lieu of Bonus:

During any accounting year covered by this settlement, if any Workman crosses the limit of bonus eligibility or does not qualify for bonus for any month/months due to his wages crossing the eligibility, limit he will be eligible for an ex-gratia in lieu of bonus at the rate of ₹ 700/- per month i.e. maximum ₹ 8,400/- per annum subject to the following conditions:

- a) That this annual ex-gratia shall be maximum of ₹ 8,400/-.
- b) That the quantum of ex-gratia payment shall be made based on the number of paid days (PPD+Paid leave+Paid holidays) of the concerned Workman for any month.
- c) In event of a Workman being terminated from the services of the management due to any misconduct whatsoever, the Workman shall be disqualified from receiving the ex-gratia payment due to him as on the date of his termination.
- d) That the payment of ex-gratia agreed to be paid by this settlement would be limited for the period of this settlement only.
- e) That in the event of the limit laid down under the Payment of Bonus Act, 1965 being increased, the Workmen would be entitled to payment of Bonus either under the Act or by the settlement in the form of ex-gratia payment as may be applicable and not both.
- f) That in the event of Payment of Bonus Act, 1965 being amended to increase/decrease the payment of maximum quantum of Bonus, the ex-gratia payment will continue to remain the same.

2. Miscellaneous service condition:

The Workmen agree and undertake the following with immediate effect other than the terms & conditions as specified in their letters of

appointment and any other rules and regulations applicable to them:

- a) They will avail themselves of the tea service on a staggered basis, so that the operations are not interrupted and the machines/ /processes/operations continue to run, while the concerned Workmen take their tea in rotation.
- b) They will hand over running machines, processes and operations to their colleagues in the immediately following shift, so that precious working time is not lost.
- c) All Workmen shall remain present at their respective places of work to take charge punctually at the commencement of their respective scheduled working hours and shall not leave their scheduled places of work before the scheduled closing time.
- d) All Workmen shall record their time of entry into & exit out of the undertaking through the time attendance system or any other system that is introduced.
- e) They will keep their respective work areas clean and in good order, so that the quality of the products can be maintained and possibilities of accidents are diminished. For this purpose, they will clear droppings on a continuous basis and prevent their accumulation at the workplace.
- f) They will, as part of JH standards, remove from the work place all scrap of the shift and dispose it off as per instructions of their superiors;
- g) Considering that the factory has continuous process plants and also operates boilers, utilities and ETP, it is essential that a minimum manning as communicated by management from time to time will need to be present in the factory on all paid holidays other than normal working days. The Union and workmen agree that this minimum crew size is essential to ensure the safe operation of the critical and essential equipments in ETP, Boiler house, DFA plant and power & utilities. The Union and Workmen agree to co-operate with the management by ensuring that the above mentioned areas are not left unmanned on any day of the year including paid holidays with the view to ensure that safety of the plant, personnel and environment is not endangered. As a consequence of this, if any Workman is

required to stay back on overtime, the overtime payment will be made to such Workman as is provided in the Goa factory rules.

- h) Workmen who are on suspension shall not be allowed to enter the Goa Undertaking premises except with the specific permission of the shift-executive concerned and in his absence, the authorized officer of the personnel department. The existing practice for payment of subsistence allowance will continue.
- i) Payment for work will accrue in accordance with the relevant provisions of the Certified Standing Orders. Similarly, there shall be no such accrual, if he, in breach of contract, does not perform any part of the work allotted to him, even though he might perform the rest of the allocated work and/or perform some other work not specifically allotted to him on the occasion. Similarly, if the Workmen, either individually or collectively, resort to restrictive work practices like go-slow, work-to-rule, etc. the wages in that case shall be automatically reduced by such proportion as that of the reduced production/ /productivity to the normal production/ /productivity. In case the Workmen do not produce as per the norms set they would have to forfeit the benefits of this settlement. management can initiate disciplinary action if workmen violate Safety Policy and COBP. The Safety Policy is annexed herewith as ANNEXURE 1, and Code of Business Principals (COBP) is annexed herewith as ANNEXURE 2.
- j) Workmen agree that they are bound by the duties and responsibilities of the Factories Act, 1948 and the rules made therein and other such labour enactments as are applicable to them. The Workmen agree that they shall not do or cause to do any act, which shall be in contravention of their obligations under the said Act(s).
- k) Workmen and the Unions agree that they will use all, equipment in a manner keeping in view the safety of the material and personnel at the unit and at all times observe safety norms for the equipment and shall use safety wear at work. Safety rules as may be communicated in any from time to time, will need to be strictly followed. Any failure to comply with the safety rules or norms shall amount to an act of misconduct.

- l) That, all Workmen shall immediately leave the Goa Undertaking premises at the end of their shift and no one shall be allowed to rest in the canteen hall or elsewhere inside the undertaking premises without the permission of the management. In case a Workman who stays beyond his duty hours inside the Goa Undertaking without the written permission of his superiors, falls ill or meets with an accident inside the Goa Undertaking, the management shall not be held responsible in such case.
- m) All Workmen shall give their full hearted support and actively participate in various activities like sports, library, cultural and social programme etc. organized by the management through involvement of the Workmen by formation of committees and the Workmen agree to give unprecedented support and involvement in these forums. Decisions of these committees would be taken mutually, yet at the discretion of the management.
- n) The Workmen will be required to abide by the Company's Code of Business Principles and the Privacy policy guide; the copies of which have been put on the notice board and also handed over to each Workman (also annexed with this settlement); breach of which will be treated as serious misconduct and can have serious consequences including dismissal from service, after following the principles of natural justice. The Workmen hereby agree to abide by the code and similar principles/policies framed by the management from time to time. The Workmen also agree and consent to their personal data being used for the Company's official purposes.
- o) It is expressly agreed by and between the management and the Workmen that the allowances listed above shall not be treated as 'Wages' for the purposes of 'Bonus' 'Provident fund and other benefits', 'Gratuity' and such other indirect incidences. However, the express statutory provision enlarging the definition of 'Wages' and including any of the Allowances therein, shall prevail over the provisions in this settlement to the extent indicated in the said statute only.
- p) Permanent Workman is any permanent Workman on the rolls of the establishment either in probation or has been confirmed on the rolls of the establishment. It does not include any apprentice, contract Workman, Fixed Term Contract Workman, casual or temporary Workman.
- q) It is specifically agreed between the parties that in the event there is any increase is mandated in any component of wages payable under this settlement or a new component of wages is mandated by any statute during the period of this settlement, an adjustment will be made in the wages/structure with a view to ensure that no additional financial burden/liability is cast upon the management on any count whatsoever.
- r) The Workmen, Unions and management further agree that in the event of the Government abolishing contract labour in any such activity and/or for any other reason the management being required to take any such Workmen on the roll of the Company, such Workmen or any other new recruit will be entitled to receive minimum wages as provided for under the minimum wages act and not benefits conferred by this settlement All other non-monetary terms and conditions of this settlement will be applicable to such Workmen.
- s) Improve performance levels through attending training classes (One Point lesson, Class room training) Small group activities, Kaizen, Jisu Hozen (Autonomous Operation), actively participate in machine maintenance thereby increasing the skill level.
- t) In the unfortunate event that the Workmen enter into litigation with the management, the management will not be required to provide time off to the Workmen for attending to such matters, save and except as specified under the relevant provision of the act, upto a maximum of 2 persons, irrespective of number of matters being litigated.

3. Probation Prior to Promotion:

If a permanent Workman is to be tried as a probationer in a new post, he may, at any time during the probationary period of three months or at the end of it, be reverted to his previous permanent post, if the management finds his performance unsatisfactory.

4. Package Deal:

- a) In this agreement, the totality of the circumstances has been taken into account, and the terms of the agreement are agreed to in the nature of a package deal.
- b) This agreement is a package deal, in which no part is severable from the others and in the event of violation; the whole package shall stand withdrawn. It is expressly agreed between the parties that the workmen have an option to accept the package under the settlement or the package available to them under the Minimum Wages Act and should at any time the package under the Minimum Wages Act become more beneficial than the package under this settlement, the Workmen will have to opt for the said package under the Minimum Wages Act in which case, they would cease to get all the benefits and the wages formulated under this package.
- c) In this settlement, the totality of circumstances has been taken into account and the terms of this settlement are agreed to in the nature of a package deal, with no part of it being severable from other and also being a comprehensive settlement.
- d) Benefits of the Settlement will go only to such workmen who accept the settlement with the attendant conditions and stipulations, and receipt of any benefit under the Settlement by them shall amount to their acceptance of the total package.

PART-D**1. Full and Final Settlement:**

- a) This settlement is in full and final settlement of all the demands of the Workmen and the Union for the entire period starting from 01-01-2005. All demands and matters not specifically agreed to by the management hereinabove, stand settled as dropped and not pressed by the Workmen and the Union.
- b) This settlement also resolves all disputes including but not limited to the issues of Charter of demand submitted by the GMS Union and by the management for the period 01-01-2005 to 31-03-2009 and further from 01-4-2009 to 31-10-2011 upon payment of an ex-gratia amount as agreed between the parties in clause 5 hereunder.

- c) In consideration of the management having agreed to their demands as specified in this Settlement, during the period of its operation the workmen and the Unions agree that they will not, either jointly or severally, raise/ /support any demand involving any additional financial burden upon the management, or support any move likely to disrupt any of the operations of the Management, which will directly or indirectly cast a financial burden on the company. The workmen and on their behalf the Union affirm that the package of benefits provided under this settlement is just and fair for its entire period and that it had been spread out so that they have equitable and sustained earnings over this period.
- d) This settlement also settles all the litigations as specified in Annexure "D" to this settlement as settled and withdrawn by the workman subscribing to the settlement and that the workman /workmen who are parties to such cases will make an application to the concerned court for an award in terms of the settlement.

2. Other Conditions of Service:

All other terms and conditions of service (more particularly including all those specified in the letter of appointment of probation/confirmation, as the case may be, in the employment of the management) not modified in this settlement, will continue unaltered, and they shall be treated as an integral part of the settlement

3. Settlement of Future Matters:

All disputes and other matters of difference between the Parties have been settled fully and finally hereinabove. The Parties agree to sort out any such future matters mutually and across the table, with recourse exclusively to legal, non-coercive and constitutional means.

4. Settlement of Future Matters:

This settlement shall be for a period of 4 (four) years commencing from 01-11-2011 and shall remain in force and be binding on the parties from 1st November, 2011 upto 31st October, 2015 including 1st November, 2011 and 31st October, 2015. Thereafter it shall continue to have effect till the terms and conditions of the Workmen as resulting from this settlement is revised by/under a Long Term Agreement/Settlement etc.

The parties solemnly affirm that they will each honour their respective obligations and commitments under this settlement, in their letter and spirit and for the full and entire duration/period of effect of his settlement. As stated hereinabove, this settlement also seeks to resolve all pending issues including issues pertaining to charter of Demands submitted by the Union on 19-9-2004 and the management on 26th October, 2004 and 5-12-2008 for the periods 1st January, 2005 to 31st March, 2009 and further for the period 1st April, 2009 to 31st October, 2011

5. Lumpsum ex-gratia Payment

In view of conclusion of the memorandum of settlement, the management as per the request of the Union has agreed to the following. As a gesture of goodwill, at the time of signing this settlement dated 07-11-2011, the management is pleased to agree to pay without creating a precedent, a one time "Lumpsum Ex-gratia Payment" of Rs. 1,41,500/- (Rupees one lakh forty-one thousand and five hundred only) per person, within 15 working days of the Workman accepting the benefits of the settlement dated 7th November, 2011. Actual payment of the above lumpsum ex-gratia amount will be pro-rated on the basis of the payable days of attendance during the period of 01-01-2005 to 31-10-2011. It is agreed by the workmen that a sum of Rs. 4,500/- shall be deducted out of the total lumpsum ex-gratia payment per person and will be payable towards Union contributions. The management shall pay the said amount directly to the Union, Gomantak Mazdoor Sangh-Ponda, within 15 days of payment to the Workman.

In the case of an employee, who has accepted the benefits under the settlement dated 29-04-2005, as a gesture of goodwill, at the time of signing this settlement dated 07-11-2011, the management is pleased to agree to pay without creating a precedent, a one time "lumpsum ex-gratia Payment" of Rs. 77,500/- (Rupees seventy-seven thousand and five hundred only) per person, within 15 working days of the Workman accepting the benefits of the settlement dated 7th November, 2011. Actual payment of the above lumpsum ex-gratia amount will be pro-rated on the basis of the payable days of attendance during the period of 01-04-2009 to 31-10-2011. It is agreed by the Workman that a sum of Rs. 2,500/- shall be deducted out of the total lumpsum ex-gratia payment per person and will be payable towards Union contributions. The management shall pay the said amount directly to the Union, Gomantak Mazdoor Sangh-Ponda, within 15 days of payment to the Workman.

Above ex-gratia payment will not rank for calculation of any statutory benefits, Bonus, PF or any other retirement benefits.

Workmen shall be paid the above ex-gratia payment and will be eligible for settlement benefits only after receipt of individual declaration from each Workman, stating his acceptance to the terms of this settlement within a period of 1 week from the date of signing this settlement.

The above ex-gratia payment will be made only to permanent Workmen as on the rolls of the factory on 1st November, 2011.

6. Tax Liability:

Any tax liability arising from any payment or other benefits introduced or revised under this settlement will be to the account of the individual Workman concerned, and shall be wholly met/borne by him/her.

7. Submission of Documents:

The parties shall as laid down in the Industrial Disputes Act, 1947 and the rules framed thereunder, jointly send copies of this settlement alongwith the copies of its appendices to the prescribed authorities.

8. General:

The settlement is applicable to all the permanent Workmen of HUL Goa, who are on the rolls of the company as on the date of the signing of this settlement and who give a letter of acceptance of the settlement in the format given below within thirty days of this settlement.

After the expiry of thirty days, the benefits shall be extended to an eligible permanent Workman from the day he submits his letter of acceptance.

I, Shri , E/No. , have gone through the terms and

Conditions of the settlement. I desire to avail the benefits thereunder, and I undertake to abide by the said terms and conditions mentioned therein. I request the Company to extend the terms and conditions of the settlement to me.

Name..... Token No.

Date (Signature)

This settlement shall come into force from 1st November, 2011 and shall remain in force for a period of 4 years ending 31st October, 2015 and shall continue in operation thereafter until expiry of two months from the date of receipt of notice of termination in writing served by either party.

Unless specifically mentioned otherwise, the benefits arising out of this settlement will be applicable with effect from the month of November, 2011.

PART A to D are integral parts of this settlement and the management and the Unions solemnly affirm that they shall each honour their respective obligations and commitments under this settlement, in their letter and spirit and, for the full and entire tenure/period of effect of this settlement.

In witness whereof, the parties to this settlement have signed and executed this settlement under Section 18 (1) & 12(3) of the Industrial Disputes Act, 1947, read with rule 59(1) of Industrial Disputes Act, on 7th November, 2011 at Goa, in the presence of parties.

Representing Employer Representing Workmen

Mr. Satish Yelamanchili
Plant Manager

Mr. Putu Gaonkar
General Secretary

Ms. Saumya Moorthy
Commercial Manager

Mr. Balmukund
Bhonsle
President-Local
Committee

Ms. Mallika Mutreja
HR Manager

Mr. Siddharth Naik
Secretary-Local
Committee

Mr. Rudra Pratap
Manufacturing Manager

Mr. Krishna Desai
Treasurer-Local
Committee

Mr. Parw Sharma
Engineering Manager

Mr. Rajesh Haibatii
Joint Secretary-
-Local Committee

Mr. Gurudas Phadte
Sr. Production Executive

Mr. Nilesh Kamulkar
Executive
Committee Member

Mr. Salil Bellekar
Sr. Production Executive

Mr. Rajesh Jaiswal
Executive
Committee Member

Mr. Vishnu Naik
HR Executive

Mr. Vishwanath Dalvi
HR Executive

Ms. Neha Bhale
HR Executive

Witnesses 1. Sd/- Shri Santosh K. Rane
 2. Sd/- Shri Rajendra K. Patil

Date - 7th November, 2011

Place - Kundaim, Goa.

List of Annexure

- A. Conditional Safety Award
- B. Conditional Quality Award
- C. Production Incentive
- D. Settlement and withdrawal of all litigation by all employees party to reference number IT/04/2007.
- E. DEFINITION OF "DAYS AN WORKMAN EARNS WAGES"

1. Occupational Health and Safety Policy
2. Code of Business Principles

Copy to:

1. Labour Commissioner, Panaji, Goa
2. Labour Secretary, Ministry of Labour, Panaji, Goa

ANNEXURE- A A. Safety Award

Nil lost time due to Accident in a month	Rs. 100/-
Any lost time due to accident in a month	NIL

ANNEXURE-B Quality Award

i) ODI

Quality Demerit Index (ODI) in a calendar month

More than 1.0	NIL
More than 0.75 and less than 1	Rs. 50/- per month
More than 0.50 and less than 0.74	Rs. 75/- per month
Less than 0.49	Rs. 100/- per month

ii) Finished Goods Rejection

> 8 tons	ZERO
= < 8 tons to > 4 tons	Rs. 50/-
= < 4 tons to > 3 tons	Rs. 100/-
= < 3 tons to > 2 tons	Rs. 150/-
= < 2 tons	Rs. 175/-

ANNEXURE - C

PRODUCTIVITY LINKED INCENTIVE - w.e.f. 01-11-2011 1-11-2011 to 31-10-2013 1-11-2013 to 31-10-2014
1-11-2014 to 31-10-201

OEE	Amount @ 23 days PPD	Amount @ 26 days PPD	Amount @ 23 days PPD	Amount @ 26 days PPD	Amount @ 23 days PPD	Amount @ 26 days PPD
66	1035	1170	1162	1313	1288	1456
67	1110	1255	1237	1398	1363	1541
68	1185	1340	1312	1483	1438	1626
69	1260	1424	1387	1567	1513	1710
70	1335	1509	1462	1652	1588	1795
71	1410	1594	1537	1737	1663	1880
72	1485	1679	1612	1822	1738	1965
73	1560	1763	1687	1906	1813	2049
74	1785	2018	1912	2161	2038	2304
75	1910	2159	2062	2330	2188	2473
76	2035	2300	2185	2470	2335	2640
77	2160	2442	2310	2611	2460	2781
78	2285	2583	2435	2753	2585	2922
79	2410	2724	2560	2894	2710	3063
80	2535	2866	2685	3035	2835	3205
81	2725	3080	2875	3250	3025	3420
82	2915	3295	3065	3465	3215	3634
83	3105	3510	3255	3680	3405	3849
84	3295	3725	3445	3894	3595	4064
85	3485	3940	3635	4109	3785	4279

1. OEE calculations will be carried out for each calendar month, i.e. from the 1st of the month till the last day of the calendar month. Average OEE of all packing lines will be the basis for incentive payout as per Annexure-C.

2. The total time available for each line will be calculated as follows:

- a) The number of working days for the factory in that month x 24 hours. OEE payouts will be based on Loading Time. Loading time calculations for OEE will be calculated after excluding management losses from total time. The management losses have been defined below. No other losses will be excluded for the purpose of OEE calculations.
- b) Production losses due to bought in Raw Material & Packing Material Shortage will be excluded from loading time calculations.
- c) However, production lost due to shortage of DFA or PSM noodles (excepting planned shutdowns in DFA/PSM) will not be included in management loss and hence will not be excluded from loading time calculations.

d) Incentives will be paid based on the OEE achieved during the month as described in Annexure 'C'.

e) Jishu Hozen (JH) : Loading time calculations will exclude 15 min/WRA/Day for JH provided JH is actually performed on line. In practice, the shift officer may decide to avail of 30 min. every alternate day or 1 hour every 4th day depending upon convenience or necessity. JH for upstream equipment will be synchronized in a manner so as to restrict the total WRA stoppage on account of JH to 15 min/WRA/Day.

f) Production time lost (if any) due to Planned Modification with prior approval of concerned manager/officer will be excluded from Loading Time.

g) Preventive Maintenance: Loading time calculations will exclude 4 hrs./cascade/week for Preventive Maintenance provided Preventive Maintenance is actually performed on the cascade. In practice, the shift officer may decide to avail of 8 hours of Preventive Maintenance every alternate

week depending upon convenience or necessity. Preventive Maintenance for upstream equipment will be synchronized in a manner so as to restrict the total cascade stoppage on account of Preventive Maintenance to 4 hrs./cascade/week.

- h) Production time lost due to External Power Failure will be excluded from Loading Time calculations.
- i) No plan situation on one or more lines will be dealt with as described in clause #7 below.
- j) R&D trials: Production time lost due to R&D trials for new products will be excluded from Loading Time calculations.
- k) New Product Stabilization Time: After commencing commercial production of new products, the first 21 shifts will be excluded from Loading Time calculations. Production during this period will also not be considered for OEE calculations.
- l) Holidays/factory gatherings called by management: Production time lost due to approved and agreed factory holidays or factory gatherings called by management (for example, for safety day celebration/ /approved Puja/Safety briefings) will be excluded from Loading Time calculations.
- m) Planned shutdown: Production time lost due to planned shutdown of WRAs or upstream equipment (should it lead to shortage of OF A/PSM Noodles) will be excluded from Loading Time calculations.

3. Calculated OEE figures will be rounded off as follows for the purpose of OEE based incentive payout:

* OEE figure of less than 0.5 will be rounded off to nearest lower whole number. For example: If OEE achieved is less than or equal to 84.49% then it will be rounded off as 84%.

* OEE figure of more than or equal to 0.5 will be rounded off to nearest higher whole number. For example, if OEE achieved is 84.5% or higher, then it will be rounded off as 85 %.

4. OEE linked production incentive payout will be made as per the Annexure-C. The actual payout will be pro-rated for the days of physical presence of individual Workmen.

5. In case DFA/Soap noodles are despatched to outside units, credit will be given for OEE calculation as follows:

Per T of Despatch of Conversion factor

Soap Noodles	0.25
DFA	0.125
CSFA	0.1

The conversion factor would remain the same irrespective of the grade/TFM/CNO content/ /Fatcharge combination of soap noodles or DFA or CSFA. Only the tonnage of Noodles/DFA/CSFA that is physically dispatched during the month and quality cleared at the receiving unit will be converted to equivalent soap tonnage as per the table given above and will be added to total actual packed soap production for the purpose of calculating the OEE.

For example, in a month—

- a. Total Tonnage of Toilet Soap Production During the month= 5680 tons.
- b. Soap Noodles dispatched to various other units and accepted= 500 T.
- c. Weightage on Soap Noodles Dispatches= 500 x 0.25= 125 T.
- d. Total Tonnage for the month's OEE Calculation = a + c =5680 + 125=5805 T.

Such dispatches will depend upon business requirements and will be at sole discretion of management.

6. In case there is shortage of DFA soap noodles and the plants are required to operate on DFA/soap noodles brought from outside the Goa Factory to run the finishing cascades (except when such shortage is caused by raw oil shortage or planned shutdown as described in more detail in clauses 2b and 2l) then the soap production will be debited as per factor described in clause 6 above for the quantity of DFA/soap noodles consumed during that month. Only the outside Noodles/DFA quantity that is physically consumed during the month will be included for the calculation.

For example, in a month,

- a. Total Tonnage of toilet soap production during the month= 5680 tons.
- b. DFA procured from outside = 500 T.
- c. Debit for DFA procured from outside =500* 0.125 = 62.5 T.
- d. Total Tonnage for the month's OEE calculation = a - c=5680 - 62.5 = 5617.5 T.

Noodles/DFA brought from outside due to specific formulation requirement will be excluded from the above clause. Such exceptions will be decided upon by the unit management.

7. In the event that, due to business and/or competitive pressures, the unit is faced with periods when there is no plan for all installed packing lines, Workmen will be entitled to a minimum incentive payment @ 66% OEE payout as per Productivity linked Incentive table as per settlement dated 07-11-2011 for the period that there has been no production, which shall be pro-rated for the number of days of such working. The management may deploy the workmen gainfully for some other work during this period and will payout minimum guaranteed incentive @ the payout corresponding to 66% OEE of the Productivity linked incentive table as per settlement dated 07-11-2011 for such working, which shall be pro-rated for the number of such days of working.

The above clause will come into force when and only when there is no plan for entire installed capacity in the factory. Should there be plans for portion of the capacity, incentive payouts will be based upon the OEE achieved for the operated capacity.

8. For DLO cascades, OEE calculations will be based on a normative speed of 180 tablets per minute per WRA for pack sizes with declared weight of less than or equal to 100 grams. For Pack size with declared weight more than 100 grams, the normative speed shall be set at 170 tablets per minute per WRA.

9. For TLO cascades, OEE calculations will be based on a normative speed of 160 tablets per minute per WRA for pack sizes with declared weight of less than or equal to 100 grams. For Pack size with declared weight more than 100 grams, the nonnative speed shall be set at 140 tablets per minute per WRA in case of TLO cascades. The above mentioned speeds will be used only for the purpose of OEE calculations, however the Workmen and the management have the flexibility of running the machines at a higher speed should the need arise.

10. In the case of any automated packing solutions, banding, shrink sleeving solutions introduced in the future, employees will co-operate with the management to improve the competitiveness of the factory and streamline the operations. A period of 3 months will be considered as stabilization period. Post the stabilization period

of 3 months, these machines will be considered for calculating OEE.

11. Any dispute regarding the incentive scheme shall be resolved by Unit Head of Goa Factory. He will be final deciding authority in case of any dispute and his decision shall be final and binding on both the parties.

12. When additional packing capacity is installed on any packing line, that packing line will be excluded from OEE calculations for a period of one week. Production from such lines will also be excluded from OEE calculations for a period of one week. As an exception, the unit head of factory can, at his discretion, extend this period. Such extension will be notified to the employees through a general notice.

ANNEXURE - D

Settlement and withdrawal of all litigation by all employees party to reference number IT/04/2007

This settlement also settles all the litigations and applications associated with Reference No. IT/04/2007 in Industrial Tribunal at Panaji. All the litigations and applications associated with Reference No. IT/04/2007 in Industrial Tribunal at Panaji are settled and withdrawn by the workman subscribing to the settlement and that the Workman/Workmen who are parties to such cases will make an application to the concerned court for an award in terms of the settlement.

In the Industrial Tribunal/Labour Court at Panaji
Reference Number IT/04/2007

Workmen,

Represented by the General Secretary Gomantak
Mazdoor Sangh,

G-5 Macedo Apartment,

Ponda Tisk - Ponda - Goa ... Workmen/Party I
V/s

M/S Hindustan Lever Limited (Now Hindustan
Unilever Limited)

Kundaim Industrial Estate

Kundaim, Ponda, Goa ... Employer/Party II

ANNEXURE-E

DEFINITION OF "DAYS AN WORKMAN EARNS WAGES".

Days Workman earns wages and salary means
"days workman physically attended duty for the

full 8 hours of the shift plus authorized leave and paid holidays in that particular month”.

Inform the Government accordingly.

SD/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal
Labour Court-I.

Department of Law and Judiciary

Law (Establishment) Division

Notifications by the High Court of Judicature Appellate Side, Bombay

No. A.1201/G/2012

The Hon'ble the High Court is pleased to make the following posting:

Sr. No.	Name & present posting	New posting
1.	Ms. Anuja Prabhudessai, Principal District and Sessions Judge, Margao	Principal District and Sessions Judge, Panaji vice Kum. N. D. Sardessai.
2.	Ms. N. D. Sardessai, Principal District and Sessions Judge, Panaji	Principal District and Sessions Judge, Margao vice Ms. Anuja Prabhudessai.

Ad hoc District Judge & Assistant Sessions Judge

Sr. No.	Name & present posting	New posting
1	2	3
3.	Shri Vincent M. D'Silva, ad hoc District Judge-I & Asstt. Sessions Judge, Panaji	Ad hoc District Judge-2 and Asstt. Sessions Judge, Margao vice Ms. V. M. Prabhu Tendulkar.
4.	Ms. V. M. Prabhu Tendulkar, ad hoc District Judge-2 & Asstt. Sessions Judge, Margao	Ad hoc District Judge-1 and Asstt. Sessions Judge, Panaji vice Shri Vincent M. D'Silva.

High Court, Bombay.

Date 3rd May, 2012.

S. B. Shukre,
Registrar General.

No. A.3902/G/2012

The Hon'ble the High Court is pleased to make the following posting:

Sr. No.	Name & present posting	New posting
1.	Shri Sandeep J. Natekar, Civil Judge, Senior Division, Bicholim, District Panaji	Civil Judge, Senior Division, Mapusa, District Panaji vice Shri Cholu M. Gauns.
2.	Shri P. M. Shinde, Civil Judge, Senior Division & CJM, Panaji	Civil Judge, Senior Division & CJM, Margao vice Shri C. Fernandes.
3.	Shri C. Fernandes, Civil Judge, Senior Division & CJM, Margao	Civil Judge, Senior Division & CJM, Panaji vice Shri P. M. Shinde.
4.	Ms. Kalpana V. Gavas, ad hoc CJSD & JMFC, Margao	Ad hoc Civil Judge, Senior Division, Bicholim, District Panaji vice Shri Sandeep J. Natekar.
5.	Shri Cholu M. Gauns, ad hoc CJSD & JMFC, Mapusa, Panaji	Ad hoc Civil Judge, Senior Division, Margao vice Ms. Kalpana V. Gavas.

High Court, Bombay.

Date 3rd May, 2012.

S. B. Shukre,
Registrar General.

Department of Legal Metrology

Order

No. 9/28/12-LMD(B)

On the recommendation of the Goa Public Service Commission as conveyed vide their Confidential letter No. COM/II/11/62(1)/05/02 dated 02-04-2012, the Government is pleased to promote Shri R. U. Somji, Inspector Legal Metrology, Bicholim, to the post of Assistant Controller, Legal Metrology, Group 'B' Gazetted, on regular basis, in the pay scale of PB—2 ` 9,300-34,800+ ` 4,200/- with immediate effect, who was granted with the Second Financial Up-gradation Scale of PB—2 ₹ 9,300-34,800+ ₹ 5,400/-.

The pay of Shri R. U. Somji, shall be fixed as per Rules.

Shri R. U. Somji, shall be on probation.

The expenditure thereon is debitable in the Budget Head "3475—Other General Economic Services, 00—, 106—Regulation of Weights and Measures, 01—Metric System (Non-Plan), 01—Salaries".

By order and in the name of the Governor of Goa.

V. R. Naik, Controller, ex officio Under Secretary (Legal Metrology).

Panaji, 7th May, 2012.

Department of Personnel

Order

File No. 6/11/2009-PER

Read: Order No. 15/2/2012-VIG-603 dated 02-04-2012.

The Governor of Goa is pleased to order transfer and posting of Shri Prasanna A. Acharya, Additional Collector-I, South, Margao as Director of Mines & Geology, with immediate effect and until further orders, in public interest.

Shri Acharya shall hold charge of the post of Additional Collector-I, South, Margao and Officer on Special Deputy to Ld. Advocate General, in addition to his own duties, until further orders.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).

Porvorim, 2nd April, 2012.

Order

File No. 6/9/2008-PER(Part II)

Read: Order No. 6/4/91-PER dated 12-09-2006.

The Governor of Goa is pleased to invoke Rule 30 of Goa Civil Service Rules, 1997 to exempt the following Officers of Goa Civil Service who were appointed to the Junior Scale of Goa Civil Service, on officiating basis, vide Order dated 12-09-2006, read above, from passing the departmental examination as required under Rule 16 of Goa Civil Service Rules, 1997, in lieu of the 'Refresher Course' undergone by them at Goa Institute of Rural Development & Administration, Ela Farm, Old-Goa, during the period 14th November, 2011 to 23rd December, 2011:

1. Shri Gopal A. Parsekar.
2. Shri Deepak Dessai.

3. Shri Rajendra D. Mirajkar.
4. Shri Sabaji Shetye.
5. Shri Agnelo A. J. Fernandes.
6. Shri Sanjeev C. Gauns Desai.
7. Shri Sunil P. Masurkar.
8. Shri N. S. Navti.
9. Shri Vijay M. Paranjape.
10. Shri P. K. Velip Kankar.
11. Shri Derrick P. Neto.
12. Smt. Shabari Manjrekar.
13. Shri Narayan V. Prabhudessai.
14. Shri K. V. Signapurkar.
15. Shri Damodar Saji Morajkar.
16. Shri Shivaji Babu Desai.
17. Shri R. K. Satardekar.
18. Shri Deepak Bandekar.
19. Shri Vikas Gaunekar.
20. Smt. Deepali D. Naik.
21. Smt. Irene V. Sequeira.
22. Shri Venancio Furtado.
23. Shri Vishwanath P. Dangui.
24. Smt. Sandhya Kamat.
25. Smt. Meena H. N. Goltekar.
26. Shri Shyamsundar G. Korgaonkar.
27. Shri Babuso S. Kudalkar.
28. Shri Vasudev N. Shetye.
29. Kum. Vasanti H. Parvatkar.
30. Smt. Maria de Jesus Rebeiro e Pires.
31. Shri Manohar K. Vasta.
32. Shri Ashok D. Redkar.
33. Smt. Pushpalata Arlekar.
34. Shri Raju V. Gawas.
35. Kum. Linette Ferrao.
36. Smt. Laura Britto e Madre de Deus.
37. Shri Anthony J. D'Souza.
38. Shri Prashant P. Shirodkar.
39. Smt. Upasana M. Majgaonkar.
40. Shri Ashok Vithal Rane.
41. Shri Praveen M. S. Barad.
42. Smt. Sneha S. Morajkar.
43. Shri Nilkant P. Signapurkar.
44. Shri Shyamsundar Y. Parab.
45. Shri L. S. Roncon Pereira.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 16th April, 2012.

Order

File No. 6/4/91-PER(Part III)

Read: Order No. 6/4/91-PER(Part III) dated 13-04-2012.

The Governor of Goa is pleased to order transfer and posting of the following Senior Scale Officers of Goa Civil Service, with immediate effect, in public interest:

Sr. No.	Name of the Officers	Present posting	Transferred/posted on promotion as
1	2	3	4
1.	Shri Srinet N. Kotwale	Member Secretary, Goa State Pollution Control Board	Director, Information Technology, Porvorim thereby relieving Shri Michael M. D'Souza, Joint Secretary to C. M. of the additional charge.
2.	Shri Jayant G. Tari	Deputy Collector & SDM, Mapusa	Additional Director of Panchayat-II against the vacant post.
3.	Kum. Linette Ferrao	Assistant Commissioner of Commercial Taxes	Director of Official Language thereby relieving Shri Gopal A. Parsekar, Superintendent of Central Jail, of the additional charge.
4.	Shri Levinson J. Martins	Deputy Collector & SDM, Bicholim	OSD to Chief Minister.

2. Shri Srinet N. Kotwale, shall hold charge of the post of Member Secretary, Goa State Pollution Control Board, in addition to his own duties, until further orders.

3. Shri Levinson J. Martins, shall continue to hold the charge of the post of Dy. Collector and SDM, Bicholim and O.S.D., STE till substitute is posted.

4. Shri Tari shall draw his salary on the 'Leave & Training Reserve' post and other Officers at Sr. Nos. 1, 3 and 4 from their respective posting as indicated above w.e.f. 13-04-2012.

5. The posting of Shri Levinson J. Martins, shall be on deputation and shall be governed by standard terms of deputation as contained in Office Memorandum No. 13/4/74-PER dated 12-02-1999, and as amended.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 20th April, 2012.

Order

File No. 15/22/96-PER/Part I

- Read: 1) Notification No. 1/25/87-PER(Pt.II) dated 30-04-2003 published in the Official Gazette, Series I No. 8 dated 22-05-2003.
- 2) Notification No. 15/22/96-PER/Part I dated 04-10-1999 published in the Official Gazette, Series I No. 30 dated 21-10-1999.
- 3) Notification No. 15/22/96-PER/Part I dated 27-07-2011 published in the Official Gazette, Series I No. 21 dated 25-08-2011.
- 4) Notification No. 15/22/96-PER/Part I-A dated 18-10-2011 published in the Official Gazette, Series II No. 31 dated 03-11-2011.
- 5) Letter No. COM/I/5/42(1)/99-11/1701 dated 30-12-2011 of the Deputy Secretary, Goa Public Service Commission, Panaji-Goa.
- 6) Notification No. 15/22/96-PER/Part I dated 14-02-2012 published in the Official Gazette, Series I No. 50 dated 15-03-2012.
- 7) Letter No. COM/I/5/42(1)/99-11/153 dated 25-04-2012 of the Deputy Secretary, Goa Public Service Commission, Panaji-Goa.

In the Departmental Examination for the Officers in the Cadre of Block Development Officers conducted by the Goa Public Service Commission from 12-12-2011 to 16-12-2011 and subsequently, on 10-04-2012, in pursuance to the Notifications read in preamble (1), (2), (3), (4), and (6) the following 2 Officers who appeared for the said examinations, have passed in all subjects and hence declared as 'Passed'.

Sr. No.	Name of the Officer
1)	Shri Uday Rama Prabhu Dessai.
2)	Shri Amir Yeshwant Parab.

2. This is issued in terms of the cumulative result of the above candidates communicated by the Goa Public Service Commission vide letters read in preamble (5) and (7).

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 8th May, 2012.

Order

File No. 6/9/2009-PER(Part III)

Read: Order No. 6/9/2009-PER(Part II) dated 30-01-2012.

Shri Vijay M. Paranjape, Joint Secretary (Administrative Reforms) holding additional charge of the post of Joint Secretary (Home) in pursuance to Order dated 30-01-2012 read in preamble, is relieved from the said charge, with immediate effect.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 8th May, 2012.

Order

File No. 6/13/2009-PER

Read: Order No. 22/8/91-EDN/1144 dated 09-05-2012.

Consequent upon officiating of Dr. Prakash Vazrikar Associate Professor in Konkani, Government College of Arts, Science & Commerce, Khandola as Director of Official Language, vide Order dated 09-05-2012, read above, Kum. Linette Ferrao, Director of Official Language shall report to Personnel Department, for further posting.

Kum. Ferrao shall continue to draw her pay and allowances on the post of Director of Official Language, during the period of her awaiting posting.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 9th May, 2012.

Order

File No. 7/2/93-PER

On the recommendation of Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/47(1)/2011/35 dated 18-04-2012, the Governor of Goa is pleased to promote Shri Vivek B. Kamat, Principal, Government Polytechnic, Curchorem to the post of Director, Technical Education (Group 'A' Gazetted) in the Pay Scale of ₹ 37,400-67,000 plus Grade Pay ₹ 10,000/- on regular basis with immediate effect.

Shri Kamat shall be on probation for a period of 02 years from the date he assumes charge of the post of Director, Technical Education.

He shall exercise option for pay fixation within a period of one month from the date of issue of this Order in terms of FR. 22 (I) (a) (1).

This issues with the approval of the Goa State Election Commission and Office of the Chief Electoral Officer conveyed vide their letter No. 1/11/SEC-2012/I NOC/544 dated 11-05-2012 and No. 5-10-2011/ELEC/(31)/4809 dated 11-05-2012 respectively.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 14th May, 2012.

Order

No. 4/1/2003-II/PHD/P/F/II

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(5)/92/56 dated 03-05-2012, Government is pleased to promote Dr. Uday Kudalkar, Lecturer in Anatomy to the post of Assistant Professor in Anatomy in Goa Medical College, Bambolim on regular basis in the Pay Band—3, ₹ 15,600-39,100 with Grade Pay of ₹ 6,600/- and other allowances to be fixed as per rules with immediate effect.

The promotion is made against the vacancy occurred due to promotion of Dr. (Mrs.) Rajani Dubhashi, Assistant Professor to the post of Associate Professor in Anatomy in Goa Medical College and Hospital vide Order No. 4/25/2002-II/PHD(Part) dated 12-02-2007.

This issues with the approval of Goa State Election Commission, Altinho as conveyed vide their letter No. 1/11/SEC-2012/I NOC/588 dated 14-05-2012.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 14th May, 2012.

Order

No. 4/20/2003-II/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/

/II/11/30(4)/11/29 dated 16-04-2012, Government is pleased to promote Shri D. B. Joil, Physiotherapist to the post of Assistant Head Physiotherapist in Goa Medical College, Bambolim on regular basis in the Pay Band—2, ₹ 9,300-34,800 with Grade Pay of ₹ 4,200/- and other allowances to be fixed as per rules, with immediate effect.

Shri D. B. Joil shall be on probation for a period of two years.

The promotion is made against the vacancy occurred due to creation of the post of Assistant Head Physiotherapist in Goa Medical College and Hospital vide Order No. 4/4/2010-II/PHD dated 04-08-2011.

This issues with the approval of Goa State Election Commission, Altinho as conveyed vide their letter No. 1/11/SEC-2012/I NOC/587 dated 14-05-2012.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 15th May, 2012.

Corrigendum

No. 4/14/2003-II/PHD/Vol. XIX

Read: (1) Government Order No. 4/14/2003-II/PHD/Vol.XIX dated 03-10-2011.

(2) Corrigendum No. 4/14/2003-II/PHD/Vol.XIX dated 01-11-2011.

The date of probation period completed in respect of doctors appearing at Sr. Nos. 4 & 5 of the Government Order cited at preamble (1) above, shall be substituted to read as under:

Sr. No.	Name of Officer	Date of completion of probation period
4.	Dr. Solyenkar Vikas S.	03-03-2009 to 02-03-2011.
5.	Dr. D'Souza Laura Christi Benigna	01-03-2009 to 28-02-2011.

Rest of the contents remains unchanged.

B. S. Kudalkar, Under Secretary (Health).

Porvorim, 17th May, 2012.

Department of Revenue

Order

No. 26/2/2006-RD(2392)/Part

The Government of Goa is pleased to appoint Shri Ajit Talaulikar, Ex-Superintendent of Surveys and Land Records on contract basis as Superintendent of Surveys and Land Records in the office of Directorate of Settlement and Land Records, Panaji, for a period of one year with effect from 11-05-2012 to 10-05-2013.

Shri Ajit Talaulikar, Ex-Superintendent of Surveys and Land Records, shall draw his emoluments as per standard rules. The appointment is subject to his acceptance and executing the agreement specifying therein the terms and conditions of the re-employment on contract basis for a period of one year.

By order and in the name of the Governor of Goa.

Parag M. Nagarcenkar, Under Secretary (Rev-I).

Porvorim, 11th May, 2012.

Notification

No. 23/8/2011-RD

Whereas by Government Notification No. 23/8/2011-RD dated 20-04-2011 published on Official Gazette, Series II No. 4 on pages 81 to 94 dated 28-04-2011 and in two newspapers (1) "Navhind Times" dated 23-04-2011 and (2) "Lokmat" dated 23-04-2011, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter refer to as the said land), was needed for the public purpose viz. Land Acquisition for widening and improvement of SH.1 from Assonora Bridge and Bicholim Municipal Council limit (kms. 9.8 to 17.600) in the length of 7.80 kms. in Bicholim Constituency.

And Whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, Therefore, the Government hereby declares under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa to perform the functions of the Collector, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Mulgao

Survey No./ /P.T. sheet No./ /Sub-Div. No./ /Chalta No.	Names of the persons believed to be interested in land and nature of their interest	Area in sq. mts.
1	2	3
196/1 p	1. Putlabai R. V. Desai.	302
196/8 p	1. Ganpatrao Shyamrao V. Dessai.	516
	2. Anant Ganu Shirodkar.	
	3. Gurudas Dattaram Chodankar.	
195/1 p	1. Sundarbai Pandarinath Rivonkar.	918
	2. Virendra Pandarinath Rivonkar.	
	3. Jitendra Pandarinath Rivonkar.	
	4. Gajanan Rau Rivoncar.	
	5. Xexicanta Esvontrau Rivoncar.	
	6. Manohar Esvonta Rivoncar.	
194/1 p	1. Caitano Nazareth Olekar.	1300
O:	Mukund Bhikaro Naik Kavlekar.	
193/8 p	1. Prabhavati Vasantrao Chitnis.	260
T:	1. Atmaram Sada Vaiganker.	
	2. Pandurang Krishna Vaiganker.	
160/25 p	1. Prabhavati Vasantrao Chitnis.	452
T:	1. Pandurang Krishna Vaiganker.	
160/24 p	1. Prabhavati Vasantrao Chitnis.	105
T:	1. Atmaram Sada Vaiganker.	
160/23 p	1. Prabhavati Vasantrao Chitnis.	141
160/22 p	1. Prabhavati Vasantrao Chitnis.	134
T:	1. Anant Vishram Vaiganker.	
	2. Dilip Sitaram Vaiganker.	
	3. Vishram Sitaram Vaiganker.	
	4. Sandeep Sitaram Vaiganker.	
160/21 p	1. Prabhavati Vasantrao Chitnis.	87
T:	1. Laxman Shabi Chimulker.	

1	2	3
160/13 p	1. Prabhavati Vasantrao Chitnis.	125
T:	1. Gopal Narayan Vaiganker.	
	2. Kiru Narayan Vaiganker.	
	3. Dyaneshwar Vishnu Vaiganker.	
	4. Hiru Datta Vaiganker.	
	5. Yeshwant Datta Vaiganker.	
	6. Mukund Bhikaro Naik Kavlekar.	
	7. Shankar Ramchandra Vaiganker.	
160/14 p	1. Prabhavati Vasantrao Chitnis.	120
T:	1. Pandurang Krishna Vaiganker.	
	2. Atmaram Sada Vaiganker.	
160/15 p	1. Prabhavati Vasantrao Chitnis.	80
T:	1. Pandurang Krishna Vaiganker.	
	2. Gopal Narayan Vaiganker.	
	3. Atmaram Sada Vaiganker.	
160/16 p	1. Prabhavati Vasantrao Chitnis.	100
T:	1. Anant Vishram Vaiganker.	
	2. Dilip Sitaram Vaiganker.	
	3. Vishram Sitaram Vaiganker.	
	4. Sandeep Sitaram Vaiganker.	
160/12 p	1. Prabhavati Vasantrao Chitnis.	113
T:	1. Gopal Narayan Vaiganker.	
	2. Kiru Narayan Vaiganker.	
	3. Dyaneshwar Vishnu Vaiganker.	
	4. Hiru Datta Vaiganker.	
	5. Yeshwant Datta Vaiganker.	
	6. Mukund Bhikaro Naik Kavlekar.	
	7. Shankar Ramchandra Vaiganker.	
160/9 p	1. Prabhavati Vasantrao Chitnis.	131
T:	1. Yeshwant Datta Vaiganker.	
160/6 p	1. Shankar Ramchandra Vaiganker.	102
160/3 p	1. Prabhavati Vasantrao Chitnis.	61
T:	1. Laxman Shabi Chimulker.	
	2. Keshari Giri Shirodkar.	
161/7 p	1. Manguesh Meghashyam Kuvelkar.	423
	2. Shiva Tukaram Govekar.	
	3. Raghunath Dasharath Bordekar.	
	4. Naresh Dattaram Korgaonkar.	
	5. Gurudas Rajaram Chari.	
	6. Bhaskar Namdev Prabhu Shirodkar.	
	7. Suresh Arjun Naik.	
	8. Niraj Gurudas Gad.	
	9. Smt. Tulsi Dadu Shivolkar.	
161/7-B p	1. Laxmibai Vishnu Sawant.	170
162/22 p	1. Victor Paul Noronha.	321
162/2 p	1. Victor Paul Noronha.	217
162/2-A p	1. Bharti Ladu Gaonkar.	282
162/21 p	1. Meghashyam Govind Kavlekar.	44

1	2	3	1	2	3
	2. Shivaji Anant Borkar.		171/24 p	1. Atchut Narayan Shetye.	26
	3. Asha Shivaji Borkar.			T. 1. Arjun Mahadev Shirodker.	
	4. Annapurna Jaivant Mulgaokar.		171/25 p	1. Mahadev Satu Parab.	48
162/13 p	T. 1. Vishnu Kusta Shivolker.			2. Sagun Kele Parab.	
	1. Meghashyam Govind Kavleker.	185	171/26 p	1. Manguesh Sonu Parab.	52
	2. Shivaji Anant Borker.			2. Ladu Vasu Parab.	
	3. Asha Shivaji Borkar.			3. Gangui Keshev Mandreker.	
	4. Annapurna Jaivant Mulgaokar.			4. Krishna Hire Parab.	
163/3 p	T. 1. Shantaram Dattaram Revodker.		171/6 p	5. Saguni Vasu Shet Piranker.	
	1. Sabajirao Balkrishna Sinai	400		1. Jairam Bhau Gad.	120
	Mulgaoker.		171/7 p	2. Shital Sundar Pandit.	
	2. Shrikrishna Dharma Falari.		171/12 p	1. Gopi Pandu Gad.	98
	3. Keshav Krishna Naik.			1. Vithoba Mahadev Shet.	53
	4. Naresh Pandurang Salkar.		171/8 p	2. Dattaram Mahadev Shet.	
	5. Ujawala Keshav Naik.			1. Sakharam Shanker Gad.	44
	6. Rupa Rama Naik.			2. Sajro Raghlo Gad.	
	7. Rama Shrikrishna Naik.			3. Raghu Ladu Gad.	
	8. Pallavi Pandurang Naik.			4. Arjun Shabi Gad.	
	9. Pandurang Ladu Naik.		172/1-H p	5. Pandurang Antulo Gad.	
	10. Pallavi Pandurang Naik.		172/1-A-6 p	1. Shrihari Waman Kauthankar.	99
	11. Pandurang Ladu Naik.		172/1-A p	1. Shrihari Waman Kauthankar.	46
164/3 p	1. Violant Rosario Ferrao.	324		1. Bhau Rajaram Gad.	26
	T. 1. Anant Laxman Vaiganker.			2. Pushpa Bhau Gad.	
164/2 p	1. Comunidade Mulgao.	268		3. Umakant Jaidev Shet Shirodker.	
	T. 1. Murari Balkrishna S.			4. Vassant Bala Gaonkar.	
	Mulgaoker.			5. Jeevan Anand Shirodker.	
	2. Shambu Vithal Kalangutker.			6. Chandu Atmaram Naik.	
164/1 p	1. Ramnath Atma Parab.	391		7. Shatrughn Appaji Shetve.	
	2. Uttam Atma Parab.			8. Meenakshi Shatrughn Shetve.	
167/1 p	1. Sri Devi Kelbai Devasthan.	175		9. Sushanti Sitaram Shet.	
	T. 1. Dadu Bapu Mulgaoker.		172/2 p	10. Sitaram Kushta Shet.	
167/2 p	1. Sri Devi Kelbai Devasthan.	337		1. Parshuram Keshav Gad.	56
	T. 1. Gopi Babu Mulgaonker.		172/10 p	1. Gurudas Atchut Chari.	41
169 p	1. Jaganath Anant Mulgaoker.	573	172/11 p	1. Gurudas Atchut Chari.	41
	T. 1. Vishnu Vithal Kalangutker.		172/12 p	1. Arjun Vithal Raut.	35
170/1 p	1. Vithoba Mahadev Mayekar.	560	172/13	1. Arjun Vithal Raut.	44
171/15 p	1. Mahadev Satu Parab.	55		2. Kamal Satu Raut.	
171/16 p	1. Nagesh Sonu Parab.	53	172/14 p	3. Maina Tukaram Raut.	
171/17 p	1. Mahesh Murari Dhamune.	75		1. Arjun Vithal Raut.	17
	2. Sanjay Murari Dhamune.			2. Maina Tukaram Raut.	
171/14 p	1. Jairam Bhau Gad.	145	172/15 p	3. Kamal Satu Raut.	
	2. Rajaram Bhau Gad.			1. Arjun Vithal Raut.	14
	T. 1. Sitaram Govind Kalangutker.			2. Maina Tukaram Raut.	
171/18 p	1. Ganesh Narayan Dhargalkar.	40	172/16 p	3. Kamal Satu Raut.	
171/19 p	1. Ganesh Narayan Dhargalkar.	44		1. Arjun Vithal Raut.	13
171/20 p	1. Navso Laxman Parab.	18		2. Maina Tukaram Raut.	
	2. Ganesh Narayan Dhargalkar.		172/17 p	3. Kamal Satu Raut.	
171/21 p	1. Ganesh Narayan Dhargalkar.	27		1. Arjun Vithal Raut.	9
171/22 p	1. Sadanand Bhiva Parab.	34	172/18 p	1. Arjun Vithal Raut.	12
	2. Soma Bhiva Parab.		172/19 p	1. Arjun Vithal Raut.	18
171/23 p	1. Mahadev Biti Parab.	58	172/20 p	1. Sajro Krishna Parab.	33
	2. Laxman Vithal Parab.			2. Vasudev Krishna Parab.	
	3. Laxman Arjun Parab.		172/21 p	1. Martu Shitaram Parab.	41
			172/22 p	1. Appa Babli Parab.	38

OFFICIAL GAZETTE — GOVT. OF GOA

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24TH MAY, 2012

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172/4 p	1. Subhashchandra Narayan Pol.	75		2. Rukmini alias Ganga P. Naik.	
	1. Manguesh Sonu Parab.	67		3. Shamsundar M. Naik Pednekar.	
	2. Krishna Hire Parab.			4. Satyavan M. Naik Pednekar.	
	3. Ladu Vasu Parab.		122/2 p	1. Ganpatrao Shyamrao Vishwasrao Desai.	314
	4. Gangui Keshav Manjreker.			2. Prakash Shamsundar Naik Pednekar.	
	5. Saguni Vasu Shet Piranker.			3. Raju Shamsundar Naik Pednekar.	
	6. Yashoda Yeshwant Sawant.			1. Sundarbai Pandarinath Rivonkar.	542
	7. Harischandra Jagannath Govenker.		123/1 p	2. Virendra Pandarinath Rivonkar.	
172/31 p	8. Subhaschandra Narayan Pol.	43		3. Jitendra Pandharinath Rivonkar.	
T: 172/25 p	1. Atchut Narayan Shet.	46		4. Gajanan Rau Rivoncar.	
172/26 p	1. Arjun Mahadev Shirodkar.	22		5. Xexicanta Esvantrau Rivoncar.	
172/27 p	1. Ramkrishna Soma Parab.	16		6. Manohar Esvanta Rivoncar.	
172/28 p	1. Ramkrishna Soma Parab.	79		1. Sundarbai Pandarinath Rivonkar.	441
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172/30 p	1. Gopal Raghuvir Parab.	44		3. Jitendra Pandharinath Rivonkar.	
	1. Biti Chandru Parab.			4. Gajanan Rau Rivoncar.	
	2. Bali Chandru Parab.			5. Xexicanta Esvontrau Rivoncar.	
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	2. Gangui Keshav Manjreker.		125/1 p	1. Caitan Nazareth Olekar.	1181
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	4. Manguesh Sonu Parab.			Land acquired by Block Development Officer, Bicholim.	
	5. Naguesh Sonu Parab.			O: 1. Mukund Bhikaro Naik Kavlekar.	
173/25 p	6. Ladu Vasu Parab.	173		1. Atmaram Sada Vaiganker.	176
172/17 p	1. Dina Gopal Raut.	76	159/43 p	1. Prabhavati Vasantrao Chitnis.	98
	1. Narayan Navso Naik Arondekar.		159/44 p	T: 1. Mukund Bhikaro Naik Kavlekar.	
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173/20 p	1. Vishwanath Atmaram Parab.	29		1. Prabhavati Vasantrao Chitnis.	125
	2. Narayan Atmaram Parab.			1. Prabhavati Vasantrao Chitnis.	21
	3. Sambhaji Atmaram Parab.			O: 1. Yeshwant Datta Vaiganker.	
173/21 p	1. Mahadev Bhika Parab.	43		1. Prabhakar Vasantrao Chitnis.	208
173/22 p	1. Sabani Gopal Parab.	40	158/2 p	1. Prabhavati Vasantrao Chitnis.	737
173/23 p	1. Shiva Kusta Parab.	173	158/3 p	O: 1. Gopal Narayan Vaiganker.	
	2. Ramanath Kusta Parab.			O: 2. Kiru Narayan Vaiganker.	
	3. Beblo Kusta Parab.			O: 3. Dnyaneshwar Vishnu Vaiganker.	
	4. Raghoba Kusta Parab.				
	5. Shabani Gopal Parab.				
173/24 p	1. Bablo Kusta Parab.	170			
176/1 p	1. Soma Bhiva Parab.	44			
	2. Sadanand Bhiva Parab.				
176/2 p	1. Tukaram Govind Halanker.	58			
176/3 p	1. Suryakant Arjun Halarnkar.	72			
176/4 p	1. Vithal Laxman Halanker.	38			
176/5 p	1. Ramchandra Babaji Halanker.	34			
176/6 p	1. Shankar Ankush Halanker.	28			
176/7 p	1. Vishnu Vishram Halanker.	65			
	O: 1. Ramchandra Babaji Halarnkar.				

1	2	3	1	2	3
	O: 4. Ramchandra Datta Vaiganker.		147/12 p	1. Harichandra Kele Parab.	45
	O: 5. Hiru Datta Vaiganker.			2. Sagun Kele Parab.	
	O: 6. Mukund Bhikaro Naik Kavlekar.		147/13 p	3. Mahadev Satu Parab.	
	O: 7. Yeshwant Datta Vaiganker.			1. Manguesh Sonu Parab.	48
156/1 p	1. Shivram Mahadev Shirodker.	526		2. Ladu Vasu Parab.	
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	T: 1. Babi Vithal Gad.			3. Shubhangi Arjuu Arondeker.	
153/1 p	1. Jaganath Anant Mulgaoker.	29		4. Gangaram Sabaji Shirke.	
153/2 p	1. Jaganath Anant Mulgaoker.	311		5. Ashok Naguesh Parab.	
	T: 1. Vishnu Vithal Kalangutker.		147/15 p	T: 1. Datta Narayan Morajkar.	
153/3 p	1. Jaganath Anant Mulgaoker.	552		1. Martu Dattaram Gad.	88
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	T: 1. Vishnu Vithal Kalangutker.			1. Bombi Vaman Raut.	28
150/1 p	1. Jaganath Anant Mulgaoker.	200	147/18 p	2. Shalini Shanu Raut.	
	T: 1. Shambhu Vithal Kalangutker.			1. Soma Shankar Raut.	27
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	O: 1. Vishnu Vithal Gad.			1. Datta Shiva Raut.	55
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	2. Akshaya Ashok Mayekar.		147/20 p	3. Yeso Shiva Raut.	
	3. Ashok Ramchandra Mayekar.			1. Biti Chandru Parab.	62
147/1 p	1. Ladu Vasu Parab.	67		2. Bali Chandru Parab.	
	2. Mahadev Satu Parab.		147/21 p	3. Narayan Chandru Parab.	
	3. Harichandra Kele Parab.			1. Sitabai Raghuvir Parab.	16
	4. Sagun Kele Parab.		146/1 p	2. Vithabai Laxman Parab.	
147/2 p	1. Manguesh Sonu Parab.	37		1. Rama Hari Gad.	16
	2. Ladu Vasu Parab.		146/2 p	1. Keshav Vatu Parab.	109
	3. Gangui Keshev Manjreker.		146/3 p	1. Pandu Barayan Raut.	15
	4. Saguni Vasu Shet Piranker.		146/4 p	1. Arjun Vithal Raut.	28
	5. Krishna Hire Parab.			2. Tukaram Vithal Raut.	
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	2. Vassudev Krishna Parab.			4. Uttam Ganesh Raut.	
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	2. Pandurang Zipre Parab.			6. Ramakant Laximan Raut.	
147/7 p	1. Shambhu Tukaram Parab.	16		7. Babli Ganesh Raut.	
	2. Navso Vithal Parab.		146/7 p	8. Dayanand Ganesh Raut.	
147/8 p	1. Apa Babli Parab.	17		1. Shiwram Babaji Raut.	19
	2. Shantaram Babli Parab.			2. Govind Babaji Raut.	
147/9 p	1. Soma Bhiva Parab.	35		3. Laxman Thaklo Raut.	
	2. Sadanand Bhiva Parab.			4. Vasu Thaklo Raut.	
147/10 p	1. Laxman Arjun Varnekar.	50		5. Babaji Keshav Raut.	
147/11 p	1. Atchut Narayan Shet.	16		6. Navaso Subha Raut.	
	T: 1. Arjun Mahadev Shirodker.			7. Bhiva Vishram Raut.	
				8. Ramakant Laximan Raut.	

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	9. Babali Ganesh Raut.			3. Jaganath Goma Prabhu Mahambre.	
	10. Uttam Ganesh Raut.				
146/8 p	11. Dayanand Ganesh Raut.	17	177/1 p	1. Dattaram Ganesh Marcelker.	170
	1. Subha Bhiva Raut.			2. Prasad Damodar Chari.	
	2. Bhiva Vishram Raut.		178/1 p	1. Prakash Shantaram Bordekar.	387
	3. Chandrakant Shitaram Raut.			2. Sharad Atmaram Chavan.	
	4. Ramakant Laximan Raut.			3. Smt. Rosa Maria Shadarach.	
	5. Navaso Subha Raut.			4. Smita P. N. Mulgaonkar alias Smita Nandan Kakodkar	
	6. Babali Ganesh Raut.			5. Sadhna Prabhakar Naik Mulgaonkar alias Preeti Proxanta Amonkar.	
	7. Babaji Keshav Raut.			6. Dipak Prabhakar Naik Mulgaonkar.	
	8. Uttam Ganesh Raut.			7. Prabhavati Prabhakar Naik alias Prabhavati Prabhakar Naik Mulgaonkar.	
146/9 p	9. Dayanand Ganesh Raut.			8. Sima Prabhakar Naik Mulgaonkar alias Sima Devanand Manekar.	
	1. Sakhamaram Shankar Gad.	102		9. Malini Krishna Kalshaokar.	
	2. Vithal Shankar Gad.			10. Asha Anant Bicholkar.	
	3. Sundari Kalu Gad.			11. Narayan Shridhar Naik.	
146/10 p	1. Madhav Gopal Krishna Prabhu Gaonkar.	53	178/2 p	1. Motiram Vasu Gad.	357
	2. Kavita Madhav Prabhu Gaonkar.			2. Atmaram Babli Gad.	
146/11 p	1. Jaising Nalini Shirodkar.	56		3. Pandurang Navso Gad.	
T: 146/12 p	1. Krishna Narayan Morajkar.	59		4. Narayan Vishnu Gad.	
	2. Krishna Narayan Morajkar.			5. Shantaram Bhiva Gad.	
146/13 p	1. Prakash Pundalik Pednekar.	39		6. Vishram Bhiva Gad.	
146/14 p	1. Satyawar Raghunath Parab.	95		7. Ramakant Shiva Gad.	
146/15 p	1. Laxman Arjun Varnekar.	27		8. Prabhakar Sakhamaram Gad.	
	2. Anant Arjun Varnekar.			9. Madhukar Sakhamaram Gad.	
146/16 p	1. Atchut Narayan Shetye.	23	270/1-A p	1. Dattatray Vinayak Barve.	43
146/17 p	1. Mahadev Biti Parab.	31	270/1-B p	1. Narayan Subray Banaulikar.	55
	2. Laxman Vithal Parab.		270/1 p	1. Premnath Vatu Haldankar.	138
146/18 p	1. Ashok Krishna Shetye.	35		2. Rukmini Baburao Parab.	
T: 146/19 p	1. Laxman Arjun Varnekar.	52		3. Ashok Shambhu Maidekar.	
	1. Ashok Krishna Shetye.			4. Suresh Arjun Patil.	
T: 146/20 p	1. Laxman Arjun Varnekar.	60		5. Ratnakar Shamba Haldankar.	
	1. Sajo Vithal Parab.			6. Kanti Vinayak Shirgaonkar.	
O: 146/21 p	1. Pandurang Bhimo Sherlekar.	55		7. Mr. Xavier Courenco Philip Abreu.	
	2. Joseph Sequeira.			8. Directorate of Health Services, Panaji, Government of Goa.	
	3. Joaquim Marian Sequeira.			9. Shubangi Mangaldas Masurkar.	
146/22 p	1. Vishwanath Atmaram Parab.	35	270/2 p	1. Sri Dev Vetal.	565
	2. Droupadi Govind Parab Gaonkar.			2. Vahivatdar: Pandurang Yetu Dhond.	
146/23 p	1. Chandru Dashe Parab.	39		1. Sri Dev Vetal.	510
146/24 p	1. Krishna Tukaram Parab.	32	270/3 p	2. Vahivatdar: Pandurang Yetu Dhond.	
146/25 p	1. Shantaram Anant Naik.	220		1. Sri Devi Dhakti Vanadevata.	50
143/1 p	1. Umabai Goma Prabhu Mahambre.	426	270/20 p		
143/2 p	1. Umabai Goma Prabhu Mahambre.	230			
O: 143/4 p	1. Mahadev Bhima Sherlekar.	1100			
	1. Balkrishna Goma Prabhu Mahambre.				
	2. Bhasker Goma Prabhu Mahambre.				

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	2. <i>Vahivatdar</i> : Pandurang Yetu Dhond.		261/1 p	1. Ramakant Nagesh Naik.	650
270/4 p	1. Sri Dev Ravalnath Mahalaxmi Trust.	510		2. Subhash Nagesh Naik.	
270/5 p	1. Sri Devi Dhakti Vanadevata.	933		3. Suchita Subhash Naik.	
	2. <i>Vahivatdar</i> : Narayan Keshav Dhond.		261/2 p	4. Krishna Nagesh Naik.	
	3. P.W.D., Panaji, W.D. II (RYB).			5. Sindhu Krishna Naik.	
270/18 p	1. Sri Devi Dhakti Vanadevta.	20	261/4 p	1. Krishna Nagesh Naik.	380
	2. <i>Vahivatdar</i> : Narayan Keshav Dhond.		260/1 p	2. Sindhu Krishna Naik.	25
269/2 p	1. Jaganath Krishnanath Prabhu Mahambre.	534		1. Naguesh Krishna Naik.	783
	2. P.W.D. Panaji, W.D. II (RPB).			2. Arvind Nagesh Naik.	
269/1 p	3. Vinayak Sakham Barve.			4. Dayanand Govind Kantak.	
268 p	1. Sri Dev Thorli Vandevata.	237		5. Neera Arvind Naik.	
	1. Sri Dev Maidekar Devasthan. <i>Vahivatdar</i> : Mahajan Committee.	340	259/1 p	6. Ramakant Nagesh Naik.	
	O: 1. Shambu Jaivant Maideker.			7. Ratnaprabha Dayanand Kantak.	
	2. Ganpat Dattaram Joshi.			O: 1. Sajalo Shablo Gad.	
267/1 p	1. Mahadev Manguesh Shenvi Salkar.	1425		1. Balaji Nagesh Naik.	992
	2. Shivram Manguesh Shenvi Salkar.		27 p	2. Indira Balaji Naik.	
	3. Prasad Vasudev Kamat.			3. Arvind Nagesh Naik.	
	4. Zahid Kudrad Khan.			4. Gurudas Nagesh Naik.	
	5. Tukaram Krishna Maulingkar.			5. Neera Arvind Naik.	
	6. Vivek Narayan Pal.			1. Asha Naik alias Asha Sumanthkumar Kamath.	434
	7. Vaidehi Vivek Pal.		28 p	2. Sharad Narayan Naik.	
	8. Laximan Chandrakant Parab Gaonkar.			3. Shekhar Narayan Naik.	
	9. Gurudas Krishna Prabhu Khanolkar.		25/2 p	1. Asha Naik alias Asha Sumanthkumar Kamath.	480
	10. Prasad Vasudev Kamat.			2. Sharad Narayan Naik.	
	11. Radhama Krushnamurthey Nadi.			3. Shekhar Narayan Naik.	
	12. Vandana Vaijanath Bachikar.			1. Asha Naik alias Asha Sumanthkumar Kamath.	1364
	13. Rahul Vilas Soudagar.			2. Sharad Narayan Naik.	
	14. Mahesh S. Pednekar.		25/3 p	3. Shekhar Narayan Naik.	
	15. Devidas Purushottam Chopdekar.			1. Asha Naik alias Asha Sumanthkumar Kamath.	225
	16. Suresh Shantaram Amonkar.		25/1 p	2. Sharad Narayan Naik.	
	17. Navnath Navso Naik.			3. Shekhar Narayan Naik.	
	18. Kishor Ramchandra Thale.		23/3-A p	4. Vazradhar Govind Kalangutkar.	
	19. Manohar Gangaram Morajkar.			5. Shrikant Sazro Saraf.	
	20. Manasi Manohar Morajkar.		23/3 p	6. Jyotsna P. Nagarale.	
	21. Vaibhav Vallabh Siddhaye.		23/2 p	7. Rashmi P. Nagarale.	
	22. Reshma Ramchandra Dhargalkar.			1. Narayan Krishna Naik.	160
	23. Sagar Manohar Naik.		23/1 p	T: 1. Laxmibai Naik alias Manjrekar.	
	24. Purshottam Manohar Naik.			1. Narayan Krishna Naik.	180
	25. Pankaja Ayolasomayajula.			1. Bhau Rajaram Gad.	
	26. Siddheswar Saju Naik.			2. Pushpa Bhau Gad.	
267/1-A p	1. Sunil Mahadev Salkar.	275		1. Premavati Jairam Gad.	152
				1. Hari Rama Gad.	243
				2. Jairam Bhau Gad.	
				1. Radhabai Balkrishna Joishi.	1075
				2. Rama Vassu Morajkar.	
				3. Mahadev Vassu Morajkar.	
				T: 1. Vishnu Vasu Morajkar.	
				2. Rama Vasu Morajkar.	
				3. Mahadev Vasu Morajkar.	
				4. Rashmini Ramnath Morajkar.	

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 8

24TH MAY, 2012

[illegible]

1	2	3	1	2	3
51/3 p	4. Dattaram Bablo Malik. 5. Narayan Surya Shetye. 1. Ganesh Vishnu Bhat Thakur. 2. Sujata Ranganath Thakur. 3. Viraj Vishnu Bakre. 4. Ranjana Ranganath Bhat Thakur. 5. Sunetra Ranganath Thakur. 6. Maheshwar Ranganath Thakur. 7. Dattatray Sadashiv Korde. 8. Vayjayanti Ganesh Bhat Thakur. 9. Vinayak Vishnu Bhat Thakur. 10. Padmakar Chandrakant Malgaokar. 11. Sushen Kanta Parab. 12. Ramesh Gurudas Dicholkar. 13. Sonu Babli Morajkar. 14. Rama Laxman Patkar. 15. Puja alias Vaishali Pramod Sawant. 16. Pramod Sawant. 17. Umesh Shantaram Shirodkar. 18. Narayan Joshi. 19. Santosh Shriram Mulgaokar. 20. Sampada Santosh Mulgaonkar. 21. Kallappa D. Bargukar. 22. Anand Vithal Joshi. 23. Chandrahas Mukund Naik. 24. Shilpa Shripad Nagvekar. 25. Anant Gopal Joshi.	560	52/4 p 50/1 p 50/2 p 50/3 p 50/4 p 50/5 p 37/1 p 57/4 p 61/1 p 36/4 p 62/1 p 62/2 p 62/4-A p	1. Babu Khamlo Narvekar. 2. Harichandra Khamlo Narvekar. 3. Executive Engineer, W.D. XVII(PHE-N), P.W.D., Porvorim, Bardez-Goa. 1. Madhav Gopal Bhat Kudke. 1. Madhav Gopal Bhat Kudke. T: 1. Laxman Govind Manerkar. 1. Madhav Gopal Bhat Kudke. 1. Laxman Govind Bhat Manerkar. 2. Shridhar Govind Manerkar. 1. Govind Raghunath Dhupkar. 2. Shankar Raghunath Dhupkar. 1. Madhav Mangesh Salkar. 2. Shivram Mangesh Salkar. 3. Comunidade. 4. Lessee: Ramesh Shiva Pal. 1. Govt. of Goa, Executive Engineer, W.D. XVII(PHE-N), P.W.D., Porvorim, Bardez-Goa. 2. Shrinivas Ranganath Naik. 1. Gajanan Keshav Valvi. 2. Govt. of Goa, Executive Engineer, W.D. XVII(PHE-N), P.W.D., Porvorim, Bardez-Goa. 3. Govt. of Goa, Executive Engineer, W.D. VI, Irrigation Dept., T.I.P. O: 1. Krishna Guno Kazari. 2. Gajanan Bhat Valvi. 3. Keshav Yesso Thakur. 4. Sonu Babalo Gad. 5. Sajalo Babalo Kazari. 6. Vithal Kasko Gad. 1. Narayan Sadashiv Thakur. 2. Govind Sadashiv Thakur. T: 1. Natha Arjun Narvekar. O: 1. Natha Arjun Narvekar. 2. Temple of Shri Devi Shirvanti. 1. Ramchandra Krishna Bandekar. 2. Govt. of Goa, Executive Engineer, W.D. XVII(PHE-N), P. W. D. 3. Govt. of Goa, Executive Engineer, W.D. VI, Irrigation Dept., T.I.P. 4. Govt. of Goa, Executive Engineer, W.D. VI, G.T.I.D.C., Bicholim-Goa. 1. Smita R. Prabhdessai. 2. Ramesh N. Prabhdessai. 1. Smita R. Prabhdessai. 2. Ramesh N. Prabhdessai.	5 175 231 242 250 660 903 28 10 1050 40 112 15
52/1 p	1. Vasant Babuso Narvekar. 2. Satyabhama Babuso Narvekar. 3. Vinayak Babuso Narvekar. 4. Camal Babuso Narvekar. 5. Tukaram Babuso Narvekar. 6. Rajani Babuso Narvekar. 7. Ravindra Bala Dessai alias Anil Bala Dessai. 8. Govt. of Goa, Executive Engineer, W.D. XVII (PHE-N), P.W.D., Porvorim, Bardez-Goa.	310			
52/2 p	1. Harichandra Khamlo Narvekar. 2. Govt. of Goa. 3. Executive Engineer, Works Division, XVII(PHE-N), P.W.D., Porvorim, Bardez-Goa.	17			
52/3 p	1. Babuso Khamlo Narvekar. 2. Mangala Gurudas Kamat. 3. Executive Engineer, Works Division, XVII(PHE-N), P.W.D., Porvorim, Bardez-Goa.	21			

1	2	3	1	2	3
35/1 p	1. Anant Ramchandra Pal. 2. Jaiwant Ladu Kudaskar. 3. Atchut Ramchandra Teli. 4. Bhalchandra Govind Joshi. 5. Jaiwant Dadu Pal. 6. Vinayak Dadu Pal. 7. Uttam Gopal Kudaskar. 8. Gangaram Rajaram Gosavi. 9. Jyoti Tukaram Chodankar. 10. Prashila Prashant Narulkar. 11. Prashant Fondu Narulkar.	117		Natekar. 2. Sandeep Narayan Naik.	
35/2 p	1. Gurudas Ganesh Pal.	120	27/3 p	1. Meena Rukmangat Halarnkar.	34
35/3 p	1. Sadanand Gajanan Karapurkar.	223	27/1-D p	1. Ketan P. S. Amonkar.	63
	O: 1. Natha Arjun Narvekar.		27/1A p	1. Shantaram Shrikrishna S. Bhobe.	73
63/1 p	1. Comunidade. 2. Govt. of Goa, Executive Engineer, W.D. XVII(PHE-N), P. W. D.	3	17/24-A p	1. Narahari Anant Sawant.	60
29/1 p	1. Sadguru Ramchandra Kulmulo. 2. Kashinath Laxman Gadekar. 3. Shali Balkrishna Mithaboukar. 4. Commissioner of Labour and Employment, Panaji. 5. Govt. of Goa, Daman & Diu. 6. Subhash Ramchandra Neugi. 7. Tukaram Pandurang Chodankar. 8. Dilip Pandharinath Sinai Salelkar.	1012	17/24-B p	1. Pramod Balkrishna Vernekar.	63
			17/24 p	1. Mangesh Damodar Karapurkar.	178
28/12 p	1. Vithu Fondu Pal. 2. Gurudas Gopi Pal. 3. Shiva Fondu Pal. 4. Sitabai Sakharam Pal.	375		2. Narayan Ganesh Lamgaokar. 3. Ashok Budhaji Narvekar. 4. Premnath Mangesh Shirodkar. 5. Balaji Ramnath Naik. 6. Anjali Balaji Naik.	
28/20 p	1. Laxman Ganesh Pal. 2. Rupvanti Ganesh Pal. 3. Vaman Shambu Chanekar. 4. Prasad Shambu Chanekar.	235	17/23 p	1. Comunidade.	16
27/1 p	1. Manguesh Damodar Karapurkar. 2. Ramakant Jaidev Alvi. 3. Anil B. Palikar. 4. Shiva Babu Kavthankar. 5. Yamuna Ganesh Lamgaonkar. 6. Devendra Sayajirao Desai. 7. Shweta Devendra Desai. 8. Nanji Dhanji Diwani. 9. Zelia Ismenia Pacheco e Vaz. 10. Santosh Laxman Fadte. 11. Vijay Gajanan Shetye.	517	16/11 p	1. Umabai Danidar Karapurkar. 2. Dattaram Krishna Shet. 3. Rajendra Sadanand Naik. 4. Premanand Sheshagire Bhat. 5. Sunil Vassant Shrigaonkar. 6. Govt. of Goa, Executive Engineer, W.D. XVII(PHE-N), PWD.	50
27/1-B p	1. Neelam Pravin Gadekar.	58	16/14 p	1. Vaman Vassudev Samant.	260
27/1-J p	1. Atmaram Mahabaleshwar	63	11/1 p	1. Vaman Vassudev Samant. 2. Mahadev Vassudev Samant. 3. Gajanan Vassudev Samant. 4. Parshuram Vassudev Samant.	341
			11/2 p	1. Malbarao Madhavrao Suryarao Sardesai. 2. Govind Anant Chanekar. 3. Vijaya Laxmi Gajanan Gauthankar. 4. Balkrishna Shripad Kolmule. 5. Gauri Rajaram Popkar.	220
			11/3 p	1. Motichandra Shripad Chanekar.	82
			11/4 p	2. Kashnath Laximan Gadekar. 1. Kanchan Sadanand Satardekar.	41
			11/5 p	1. Shyam Sundar Narayan Balo. 2. Uday Namdev Naik.	82
			O: 11/7 p	1. Udaya N. Naik. 1. Mahadev Gajanan Gaunkar. 2. Harichandra Gajanan Gaunkar. 3. Kamini Gaunkar alias Caminim Gauncar.	27
			11/8 p	1. Anant Shankar Gaokar.	30
			11/11 p	1. Rama Shankar Gaokar.	34
			11/14 p	1. Nana Shablo Gad.	103
			11/15 p	1. Mohan Jevottom Naik.	102
			11/16 p	1. Prakash Gajanan Karapurkar.	82

1	2	3	1	2	3
11/17 p	1. Dinkar Noni Karapurkar. 2. Radhabai Anant alias Fatu Karapurkar. O: 1. Vassudev Pundalik Mavlingkar.	29	12/15p	Shriram Shetye. 1. Vallab Shivram Sinai Salkar. 2. Shekar Shivram Sinai Salkar.	78
11/18 p	1. Krishna Shivram Karapurkar.	65	12/16 p	1. Mahadev Mangesh Salkar.	63
11/19 p	1. Vitshal alias Sumatibai Shriram Shetye.	79	12/17 p	1. Kalidas Mahadev Chodankar.	185
11/20 p	1. Jhon Gomes.	61	7/7 p	1. Parshuram Murari Natekar. 2. Manohar Murari Natekar. 3. Ganesh alias Ratnakar Sitaram Naik. 4. Mahendra Mahableshwar Natekar. 5. Moreswar Anant Joshi. 6. Ganesh Anant Joshi. 7. Ramchandra Pandurang Shetye.	81
11/21 p	1. Shivram Mangesh Salkar.	45	7/10 p	1. Shyam Sundar Jairam Neugui. 2. Asha Rajendra Velingkar. 3. Aashish Prakash Narvekar. 4. Satyen Devidas Salkar.	230
11/22 p	1. Kalidas Mahadev Chodankar.	258	7/13 p	1. Vinayak Govind Thakur. 2. Satvashila Raghoba Fadte. 3. Amrut Ladu Ghatwal.	157
11/23 p	1. Indira Naik Halankar.	153	7/14 p	1. Gajanan Shambu Parmekar. 2. Pandurang Shambu Parmekar. 3. Suryakant Shambu Parmekar. 4. Subhas Shambu Parmekar. 5. Anand Shambu Parmekar.	86
12/1 p	1. Anant Pandurang Naik. 2. Dattaram Raghuvir Teli. 3. Mangurish Dattakrupa Enterprises. 4. Prakash Ramchandra Shiroadkar. 5. Mahandra Ramchandra Shiroadkar. 6. Vidhyadhar Ramchandra Shiroadkar. 7. Vinayak Ramchandra Shiroadkar. 8. Nilesh Madhav Naik.	209	7/16 p	1. Narayan Sitaram Naik. O: 1. Tarabai Sitaram Naik. 2. Narahari Sitaram Naik. 3. Ganesh Sitaram Naik. 4. Kumudini Sitaram Naik.	93
12/3 p	1. Govind Gharu Pal. 2. Damodar Gharu Pal. 3. Gurudatta Krishna Pal. 4. Sucheta Krishna Pal. 5. Gautam Krishna Pal. 6. Geetesh Krishna Pal. 7. Gauresh Krishna Pal.	83	8/3 p	1. Shamsundar Neugui.	247
12/4 p	1. Kanchan Sadanand Satardekar.	46	8/9 p	1. Narayan Sadashiv Thakur.	223
12/5 p	1. Anant Shankar Gaokar. O: 1. Shri Dev Dattatreya's Temple.	81	8/16 p	1. Dhaktu Shiva Pal.	15
12/6 p	1. Harish Sardarilal Khanna. 2. Suyog Co-operative Housing Sty. Ltd. 3. Anil Pandurang Chari. 4. Vidhya Vidhyadhar Korgaonkar.	80	8/17 p	1. Anant Sadanand Ramani. 2. Dinesh Sadanand Ramani.	87
12/7 p	1. Ramakant Subrao Shetye.	32	8/20 p	1. Narayan Sitaram Naik. 2. M/s. Kamat & Kamat Construction Co.	150
12/8 p	1. Ramakant Subrao Shetye.	33	6/2 p	1. Shri Dev Shantadurga Sangodkarin. 2. Satyawan Rohidas Naik. 3. Rama Krishna Kulam.	177
12/9 p	1. Nuna Shablo Gad.	95	6/3-A p	1. Vasudev Atma Halarnkar.	27
12/10 p	1. Jivottam Krishna Naik.	137	6/3-B p	1. Shamba Atma Halarnkar.	25
12/10-A p	1. His Holiness Shrimad Vidhyadhiraj Tirtha Shripad Vader Swami.	20	6/3-C p	1. Vishwanath Atma Halarnkar.	20
12/12 p	1. Dinkar Noni Karapurkar. 2. Fondu Dattaram Karapurkar.	22	6/3 p	1. Ramchandra Atma Hakankar.	21
12/13 p	1. Krishna Shivram Karapurkar.	58	6/4 p	1. Ramdas Raghunath Pednekar.	45
12/14 p	1. Varshal alias Sumatibai	100	6/5 p	1. M/s. Salkar Construction. 2. Narayan Vishnu Fogueri. 3. Vishwas Chandrakant	75

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1	2	3
O: 1. Krishna Gopal Pal. 6/31 p	1. Kamlakar Raghunath Pal.	25
<i>Boundaries :</i>		
North : Village Bordem.		
South : Village Bordem.		
East : S. No. 6/28-A, 30, 37.		
West : Village Bordem.		
Total: <u>60694</u>		

By order and in the name of the Governor
of Goa.

Parag M. Nagarcenkar, Under Secretary (Rev-I).
Porvorim, 11th May, 2012.

Department of Tourism

Notification

No. 3/3(922)12/DT/365

It terms of Article 107 of the Articles of Association of Goa Tourism Development Corporation Ltd. (hereinafter called the said Corporation) the Governor of Goa is pleased to appoint the following persons as Directors of the Goa Tourism Development Corporation Limited, with immediate effect namely:

- | | |
|---|-------------|
| 1. Shri Nilesh Cabral,
MLA, Curchorem | — Director. |
| 2. Shri Gurudas Shirodkar | — Director. |
| 3. Shri Keshav Naik | — Director. |
| 4. Shri Jayant Jadhav | — Director. |
| 5. Shri Rajendra Sawant | — Director. |
| 6. President, TTAG | — Director. |
| 7. Secretary (Finance) | — Director. |
| 8. Secretary (Tourism) | — Director. |
| 9. Captain of Ports | — Director. |
| 10. Director (Tourism) | — Director. |
| 11. Managing Director, Goa
Tourism Development
Corporation Ltd. | — Director. |

In terms of Article 117 of the Article of Association of Goa Tourism Development Corporation Limited, Governor of Goa further nominates Shri Nilesh Cabral, MLA, (Curchorem) Director as Chairman of the Corporation.

This supersedes all previous Notification issued

in this behalf from time to time.

By order and in the name of the Governor
of Goa.

Swapnil M. Naik, Director & ex officio Addl.
Secretary (Tourism).

Panaji, 24th April, 2012.

Department of Transport

Directorate of Transport

Order

No. D.Tpt/EST/285-II/2012/1926

Ref.: 1. Order No. D.Tpt/EST/285-II/(PF)/2010
dated 30-04-2010.

2. Order No. D.Tpt/EST/285-II/(PF)/2010/
/2165 dated 23-07-2010.

3. Order No. D.Tpt/EST/285-II/(PF)/2010/
/3314 dated 14-10-2010.

4. Order No. D.Tpt/EST/285-II/(PF)/2011/
/639 dated 10-02-2011.

5. Order No. D.Tpt/EST/285-II/(PF)/2010/
/2807 dated 30-06-2011.

6. Order No. D.Tpt/EST/285-II/(PF)/2011/
/3453 dated 12-08-2011.

7. Order No. D.Tpt/EST/285-II/(PF)/2012/
/352 dated 24-01-2012.

Government is pleased to further extend the ad hoc promotion of Shri Kishor P. Lotlikar as Assistant Director of Transport from 01-05-2012 to 30-06-2012 and Shri Guirish Dalvi as Assistant Director of Transport from 10-02-2012 to 30-06-2012 respectively.

By order and in the name of the Governor
of Goa.

Arun L. Desai, Director and ex officio Joint
Secretary (Transport).

Panaji, 18th May, 2012.

Notification

No. D.Tpt/EST/F 1493/HSRP/2012/1951

Ref.: Notification No. D.Tpt/EST/F 1493/HSRP/
/2012/1850 dated 10-05-2012.

In supersession to above Notification, Government is pleased to re-constitute a following Tender Evaluation Committee to oversee and finalize on

the tender for a supply of High Security Registration Plate (HSRP) in the State of Goa.

1. The Principal Secretary ... Chairman.
(Transport), Government of Goa
2. The Secretary (Law), ... Member.
Government of Goa
3. The Director of Planning, ... Member.
Department of Planning &
Statistics, Government of Goa
4. The Director of Transport, ... Member
Government of Goa Secretary.

The Committee shall scrutinize, evaluate tenders for supply of High Security Registration Plate (HSRP) and recommend the name of supplier to the Government by submitting its report for undertaking work of providing HSRP for the vehicles in the State of Goa.

This issues with the concurrence of Government approval vide their O.M. No. 2560 dated 18-05-2012.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director and ex officio Joint Secretary (Transport).

Panaji, 21st May, 2012.



Department of Women & Child Development

Directorate of Women & Child Development

Notification

F. No. 2-103(134)-2011/DW&CD/1840

In exercise of the powers conferred by Section 62-A of the Juvenile Justice (Care and Protection of Children) Act, 2000 (Central Act 56 of 2000) (hereinafter referred as said Act) the Government of Goa hereby constitutes the following North District Child Protection Unit for the State of Goa for the purpose of the said Act with immediate effect.

1. The Collector, North ... Chairperson.
2. Superintendent of Police, ... Member.
North
3. The Member Child Welfare ... Member.
Committee, North
4. The Member Juvenile Justice ... Member.
Board, North
5. Representative of Directorate ... Member.
of Health Services, North
6. Representative from the ... Member.

Labour Commissioner, North

7. Representative from the ... Member.
Education Department, North
8. NGO—Children's Rights in ... Member.
Goa, Bardez-Goa
9. Probation Officer, Dte. of ... Member
Women & Child Development, Secretary.
Panaji

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director (Women & Child Development).

Panaji, 15th May, 2012.

Notification

F. No. 2-103(134)-2011/DW&CD/1841

In exercise of the powers conferred by Section 62-A of the Juvenile Justice (Care and Protection of Children) Act, 2000 (Central Act 56 of 2000) (hereinafter referred as said Act) the Government of Goa hereby constitutes the following South District Child Protection Unit for the State of Goa for the purpose of the said Act with immediate effect.

1. The Collector, South ... Chairperson.
2. Superintendent of Police, ... Member.
South
3. The Member Child Welfare ... Member.
Committee, South
4. The Member Juvenile Justice ... Member.
Board, South
5. Representative of Directorate ... Member.
of Health Services, South
6. Representative from the ... Member.
Labour Commissioner, South
7. Representative from the ... Member.
Education Department, South
8. NGO—Jan Ugahi, ... Member.
Margao-Goa
9. Probation Officer, Dte. of ... Member
Women & Child Development, Secretary.
Panaji

By order and in the name of the Governor of Goa.

Sanjiv M. Gadkar, Director (Women & Child Development).

Panaji, 15th May, 2012.

Notification

F. No. 2-103(134)-2011/DW&CD/1842

In exercise of the powers conferred by Section 62-A of the Juvenile Justice (Care and Protection of Children) Act, 2000 (Central Act 56 of 2000) (hereinafter referred as said Act) the Government of Goa hereby constitutes the following State Child Protection Unit for the State of Goa for the purpose of the said Act with immediate effect.

1. Secretary, Women and Child ... Chairperson.
Development
2. D.I.G./Senior SP (HQ) ... Member.
3. The Chairperson, Commission ... Member.
for Protection of Child Rights
4. Collector, North ... Member.
5. Collector, South ... Member.
6. Director, Panchayat ... Member.
7. Director, Health ... Member.
8. Director, Education ... Member.
9. Director, Prosecution ... Member.
10. Labour Commissioner ... Member.
11. Chairperson/Member Child ... Member.
Welfare Committee
12. Chairperson/Member ... Member.
Juvenile Justice Board
13. President Goa Chamber of ... Member.
Commerce & Industry or
his nominee
14. Academician, Shri Bhaskar ... Member.

Nayak (DHE)

15. Director of Women and Child ... Member
Development Secretary.

By order and in the name of the Governor
of Goa.

Sanjiv M. Gadkar, Director (Women & Child
Development).

Panaji, 15th May, 2012.

Corrigendum

F. No. 8/1/94-2010/WCD/1806

Read: 1. Notification No. 8/1/94/2010-WCD/3539
dated 4-11-2010.

2. Addendum No. 8/1/94/2010/WCD/00435/
/2011 dated 27-1-2011.

The words "State Social Welfare Advisory Board,
Goa" appearing at para 1 of the above referred
Notification, may be corrected and read as "Goa
State Social Welfare Board".

The other contents of the Notification shall
remain unchanged.

By order and in the name of the Governor
of Goa.

Sanjiv M. Gadkar, Director & ex officio Addl.
Secretary (WCD).

Panaji, 14th May, 2012.

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